

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

WYOMING GAME AND FISH COMMISSION  
STATE OF WYOMING

AND THE

NATURAL RESOURCES CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

THIS MEMORANDUM OF UNDERSTANDING is made the \_\_\_\_ day of \_\_\_\_\_, 2002, between the Wyoming Game and Fish Commission, State of Wyoming, hereinafter referred to as the "COMMISSION", and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as the "NRCS".

COMMISSION authority is granted by: Wyoming Statute 23-1-302(a)(xi).

NRCS authority is granted by: P.L. 46-74. 16 U.S.C. (590 a-f).

PURPOSE:

It is understood and agreed that the responsibilities and interests of the NRCS and the Commission require the joint effort of the staff and personnel of both agencies in accomplishing conservation and multiple-use management of the resources of the State of Wyoming within each agency's area of responsibility.

BENEFITS:

1. Maintain and enhance strong partnerships between cooperating agencies.
2. Improve wildlife habitat on private, state, and Federal lands.
3. Comply with provisions of the National Environmental Policy Act.

RESPONSIBILITIES:

COMMISSION: The Commission is responsible for providing an adequate and flexible system of control, propagation, management, protection, and regulation of all wildlife.

NRCS: The NRCS is responsible for providing technical and financial assistance through conservation districts to landowners and decision makers relating to the planning and implementation of plans for the wise use of their soil, water, plant, and related resources. Landowners enter into voluntary agreements with NRCS to install conservation practices.

## CONDITIONS OF AGREEMENT:

## A. The NRCS Agrees That:

1. Fish and wildlife resources will be considered in all phases of resource conservation planning. All landowners will be encouraged to integrate wildlife habitat management into their conservation plan.
2. When a landowner's choice of conservation practice is proposed that may significantly affect fish or wildlife habitat (adverse or beneficial); *with the landowner's approval to disclose*, a notification of the proposed work will be sent by the NRCS to the Director of the Wyoming Game and Fish Department (WGFD) acting for the Commission; and to the appropriate WGFD regional biologist. The NRCS-WY-ECS-42 (Notification of a Proposed Conservation Practice) will be used. See Exhibit 1. Exhibit 2 is provided by NRCS to assist with this notification. Exhibit 2 is a guide to identify practices that may significantly affect fish or wildlife habitat.
3. This notification will be submitted at least 45 days prior to the start of any applicable conservation work.

## B. The Commission Agrees That:

1. Within 30 days of receipt of the Notification (WY-ECS-42), the WGFD acting for the Commission will return the notification form to the originating office of the NRCS with comments concerning impacts on fish and/or wildlife habitat and potential alternative considerations. WGFD will send a copy of the comments to the landowner at the address on the notification form. Copies will be sent to the NRCS State Conservationist, and State Biologist at the following address:

USDA-NRCS  
State Conservationist  
Dick Cheney Federal Building, Room 3124  
100 East B Street  
Casper, WY 82601-1975

## C. It is Mutually Agreed

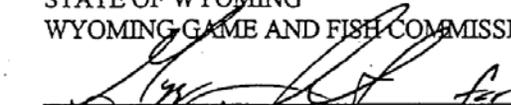
1. Any access to private land needed to meet the intent of this MOU requires the permission of the landowner.
2. Timely action will be an important factor in the success of this joint effort. Both the NRCS and WGFD local representatives should maintain effective liaison in order that notifications, inspections, and discussions can be achieved most advantageously to both agencies and landowner.
3. It shall be the responsibility of each party to this MOU to all the other party's attention to any part of the MOU needing clarification, so needed changes may be worked out with the least delay and confusion possible.

4. This MOU will be effective from the date of signing by both parties until September 30, 2010 and may be renewed for additional years by written amendment to the MOU. This MOU may be amended in writing at any time upon signature by all approving parties. This MOU may be terminated by a 90-day advance written notice by one party to the others.
5. Activities conducted under this cooperative agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended. The Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subpart A and 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 be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.
6. All parties will comply where applicable with the following:
  - a. PL 93-205, Endangered Species Act of 1973.
  - b. PL 89-665, National Historic Preservation Act of 1966, NRCS GM 420-401.1(d).
  - c. PL 92-500, Federal Water Pollution Control Act and amendments.
  - d. PL 91-190, National Environmental Policy Act of 1969, NRCS GM 190-410.
  - e. Executive Order 11988 on Flood Plains, NRCS GM 310-401(b) (2) and .13, NRCS GM 190-410.25 (a) (2).
  - f. Executive Order 11990 on Wetlands, NRCS GM 310-410.26(a), NRCS GM 310-410.1(b)(l) and .12.
  - g. Federal and State conservation cost share programs.
  - h. Title 12 of the Food Security Act of 1985, dealing with the Highly Erodible Land and Wetland Conservation Provisions, and the Conservation Reserve Program, 180-V-NFSAM, as amended, and other appropriate USDA Program Manuals and Handbooks.
  - i. Clean Water Act.
7. The COMMISSION does not waive its sovereign immunity by entering into this MOU and fully retains all immunities and defenses provided by law pursuant to W.S. 1-39-104(a).
8. This MOU or any provision herein may not be assigned for collateral or as a security interest to any third party.
9. This MOU is not binding on any party until approved by the Division of Procurement Services, Department of Administration and Information, and the Governor of the State of Wyoming, as required by W.S. 9-2101(b)(xiv).
10. It is the intent of all parties to fulfill their obligations under this MOU. However, commitments cannot be made beyond the period for which funds have been appropriated, made administratively available, or authorized by law.
11. Information provided by NRCS about private landowners is subject to the Freedom of Information Act and Privacy Act. NRCS will have the landowner's permission to

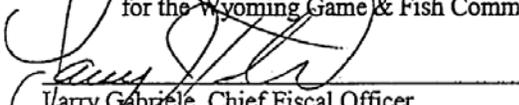
provide information to WGFD. To the extent provided by state statutes, the Commission will protect such information as confidential including: commercial, financial, geologic, or geophysical data furnished by or obtained from any person.

- 12. The WGFD Environmental Coordinator and NRCS State Resource Conservationist will serve as liaisons to this cooperative agreement to ensure its objectives are accomplished.
- 13. This agreement contains Attachment A—Special Provisions.
- 14. This agreement contains Exhibit 1, WY-ECS-42, Notification of a Proposed Conservation Practice, and Exhibit 2, WGFD Notification Guide for Selected Practices that may affect Fish or Wildlife Habitat.

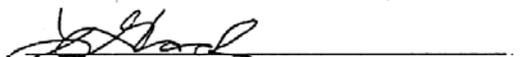
STATE OF WYOMING  
WYOMING GAME AND FISH COMMISSION

  
 \_\_\_\_\_  
 Tom Thorne, Acting Director, Wyoming Game & Fish Department  
 for the Wyoming Game & Fish Commission

6-19-02  
Date

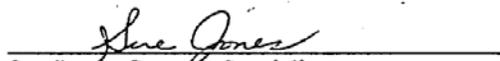
  
 \_\_\_\_\_  
 Larry Gabriele, Chief Fiscal Officer  
 Wyoming Game & Fish Department

6/19/02  
Date

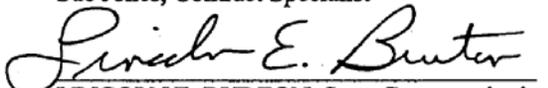
  
 \_\_\_\_\_  
 Lynda Cook, Attorney General's Representative

6/18/02  
Date

NATURAL RESOURCES CONSERVATION SERVICE  
Reviewed and approved as to administrative form

  
 \_\_\_\_\_  
 Sue Jones, Contract Specialist

7/17/02  
Date

  
 \_\_\_\_\_  
 LINCOLN E. BURTON, State Conservationist

7-17-02  
Date

## ATTACHMENT A - SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions which are hereby attached to this agreement

### **I. Drug-Free Workplace.**

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

(1) The danger of drug abuse in the workplace;  
(2) The grantee's policy of maintaining a drug-free workplace;  
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and  
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and  
(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

**II. Certification regarding Lobbying (7 CFR 3018) Applicable if agreement exceeds \$100,000**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

### **III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)**

(1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**III. Clean Air and Water Certification (Applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)**

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_, is not \_\_\_\_, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the " Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been die subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or

facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111 (c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

**V. Assurances and Compliance**

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018 and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

**VI. Examination of Records**

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

## NOTIFICATION OF A PROPOSED CONSERVATION PRACTICE

**TO: (Check those that apply)**

**DATE:**

\_\_\_\_\_ Wyoming Game & Fish Dept.

\_\_\_\_\_ U.S. Fish & Wildlife Service  
 (For Reservation Land Only)

\_\_\_\_\_ Bureau of Indian Affairs  
 (For Reservation Land Only)

**Mail To:** Director, WGFD  
 5400 Bishop Boulevard  
 Cheyenne, WY 82006

**Mail To:** USFWS  
 170 N. First Street  
 Lander, WY 82520  
**Cc to:** NRCS State Biologist  
**Cc to:** NRCS Cultural Resource Spec.

**Mail To:** BIA  
 P.O. Box 158  
 Ft. Washakie, WY 82514  
**Cc to:** NRCS State Biologist

\_\_\_\_\_ Other Agency (include name, address, and contact person):

<b>Conservation District:</b>	
<b>Field Office:</b>	
<b>Field Office Address:</b>	
<b>Field Office Phone:</b>	
<b>Owner/Operator:</b>	
<b>Owner/Operator Address:</b>	
<b>Owner/Operator Phone:</b>	
<b>Provide clear &amp; specific description of proposed work: (e.g. if chemical treatment: specify chemical, application rate, how applied, etc.)</b>	
<b>Location of proposed work: (use legal description &amp; attach copy of USGS quadsheet w/work area outlined)</b>	
	<b>Section(s):</b>
	<b>Range(s):</b>
	<b>Township(s):</b>
<b>Estimated starting date (&gt;45 days after date of this request).</b>	

<b><i>SUBMITTED BY THE NATURAL RESOURCES CONSERVATION SERVICE</i></b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Title:</b>	

<b><u>ADVANCE COPY GIVEN TO LOCAL REPRESENTATIVE:</u></b>	
<b>Name</b>	<b>Date</b>
<b>Name</b>	<b>Date</b>
<b>Name</b>	<b>Date</b>

**(PLEASE RECORD AGENCY ACTION AND/OR RESPONSE ON BACK)**

## AGENCY RESPONSES

### WYOMING GAME & FISH DEPARTMENT:

\_\_\_\_\_ The Wyoming Game & Fish Department has no comment.

\_\_\_\_\_ The Wyoming Game & Fish Department has reviewed the proposed conservation practice(s) *with the land owner/operator* and offers comments in the attached letter

\_\_\_\_\_ The Wyoming Game & Fish Department offers the following comments in the attached letter.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### U.S. FISH & WILDLIFE SERVICE: (For Reservation Land Only)

\_\_\_\_\_ The U.S. Fish & Wildlife Service has no comment.

\_\_\_\_\_ The U.S. Fish & Wildlife Service has reviewed the proposed conservation practice(s) *with the land owner/operator* and offers comments in the attached letter

\_\_\_\_\_ The U.S. Fish & Wildlife Service offers the following comments in the attached letter.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### BUREAU OF INDIAN AFFAIRS - WIND RIVER AGENCY: (For Reservation Land Only)

\_\_\_\_\_ This practice or project will not adversely effect any known cultural or historic resources. Notify this agency promptly if a cultural or historic resource is discovered during construction.

\_\_\_\_\_ This practice or project may adversely effect cultural resources. A Class III survey by a Cultural Resource Specialist (CRS) must be conducted in consultation with SHPO and NRCS's Cultural Resources Coordinator prior to commencing any ground disturbing activity.

Comments (or attach letter):

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### OTHER AGENCY COMMENTS:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Exhibit 2.

WGFD Notification Guide for Selected Practices

That may affect Fish and Wildlife Habitat.

CONSERVATION PRACTICE*	CODE	TERR. HABITAT		REG. FISH. SUPER.
		MGMT. COORD.	WILDLIFE BIO.	
BRUSH MANAGEMENT (notify fish supervisor if live stream is in area)	314	X		X
CHANNEL VEGETATION	322			X
CLEARING AND SNAGGING	326			X
COMMERCIAL FISHPONDS	397			X
DAM, DIVERSION	348			X
DAM, FLOODWATER RETARDING	402			X
DAM, MULTIPURPOSE	349			X
FENCE	382	X		
FISH PASSAGE	396			X
FISH RACEWAY OR TANK	398			X
FISH STREAM IMPROVEMENT	396			X
FISHPOND MANAGEMENT	399			X
FLOODWATER DIVERSION	400			X
FLOODWAY	404			X
IRRIGATION REGULATING RESERVOIR	552B			X
IRRIGATION STORAGE RESERVOIR	436			X
LAND RECONSTRUCTION, ABANDONED MINED LAND	643	X		
MINE SHAFT AND ADIT CLOSING	457	X		
OPEN CHANNEL	582			X
PRESCRIBED BURNING	338	X		
RIPARIAN FOREST BUFFER	391	X		X
RIPARIAN HERBACEOUS COVER	390			X
ROCK BARRIER	556			X
SPRING DEVELOPMENT	574	X		
STREAM CHANNEL STABILIZATION	584			X
STREAMBANK AND SHORELINE STABILIZATION	580			X
UPLAND WILDLIFE HABITAT MANAGEMENT (CREATE/ENHANCE)	645	X		
WATERING FACILITY (LIVESTOCK/WILDLIFE)	614	X		
WETLAND CREATION	658	X		
WETLAND ENHANCEMENT	659	X		
WETLAND RESTORATION	657	X		
WETLAND WILDLIFE HABITAT MANAGEMENT (CREATE/ENHANCE)	644	X		
WILDLIFE WATERING FACILITY	648	X		
WINDBREAK/SHELTERBELT ESTABLISHMENT	380	X		
<b>NOTES</b>				
*all planned practices shall be evaluated for potential adverse and/or beneficial effects to fish and wildlife; and, if significant, the local and state level notification shall take place. Prior to initiating a notification, determine if the significance of the affect justifies it. Use Biology Technical Notes, the Environmental Evaluation Ref., professional judgement, and experience, to make your decision. Document your decision in the case file. The local WGFD biologist can also provide assistance and information. Big game seasonal habitat maps (via archview) will be available from the NRCS GIS Specialist in Casper. Questions concerning affects and significance will be forwarded to the NRCS State Biologists.				