

MEMORANDUM OF UNDERSTANDING

Among the

NEVADA DEPARTMENT OF WILDLIFE;

CALIFORNIA DEPARTMENT OF FISH AND GAME;

USDI, BUREAU OF LAND MANAGEMENT, CALIFORNIA;

USDI, BUREAU OF LAND MANAGEMENT, NEVADA;

USDI, FISH AND WILDLIFE SERVICE, REGION 8;

USDI, GEOLOGICAL SURVEY, WESTERN ECOLOGICAL RESEARCH CENTER;

USDA, NATURAL RESOURCES CONSERVATION SERVICE, CALIFORNIA;

USDA, NATURAL RESOURCES CONSERVATION SERVICE, NEVADA;

USDA, FOREST SERVICE, REGION 5, INYO NATIONAL FOREST;

and

USDA, FOREST SERVICE, REGION 4, HUMBOLDT-TOIYABE NATIONAL FOREST

This Memorandum of Understanding (MOU) is hereby made and entered into by and among the Nevada Department of Wildlife hereinafter referred to as "NDOW"; the California Department of Fish and Game hereinafter referred to as "CDFG"; the U.S. Department of the Interior, Bureau of Land Management, California and Nevada hereinafter referred to as "BLM"; the U.S. Department of the Interior, Fish and Wildlife Service, Region 8 hereinafter referred to as "FWS"; the U.S. Department of the Interior, Geological Survey, Western Ecological Research Center hereinafter referred to as "USGS"; the U.S. Department of Agriculture, Natural Resources Conservation Service, California and Nevada hereinafter referred to as "NRCS"; and the U.S. Department of Agriculture, Forest Service, Region 5, Inyo National Forest and Region 4, Humboldt-Toiyabe National Forest hereinafter referred to as "USFS".

Title: Greater Sage Grouse Conservation, Bi-State Distinct Population Segment (DPS)

Background: The Bi-State distinct population segment (DPS) of the Greater Sage Grouse (*Centrocercus urophasianus*) extends over an approximately 170-mile long range, which is up to 60 miles wide, and includes portions of 3 counties in eastern California and 5 counties in western Nevada. Populations and habitats occur on a mixture of public and private lands within both states; and involve multiple federal, state and local jurisdictions. Most of the federally managed lands within the Bi-State DPS are administered by the BLM (Bishop, Sierra Front, Stillwater and Tonopah Field Offices) and the USFS (Inyo and Humboldt-Toiyabe National Forests).

Since June 2000, the Nevada Governor's Sage Grouse Conservation Team has provided the primary forum for coordinating sage-grouse conservation efforts within the Bi-State DPS. Working in cooperation with local stakeholders, the parties to this MOU were key participants during development of the first edition of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*. Initially released in June 2004, this plan identified several actions, by population management unit (PMU), that if implemented would contribute to the long-term conservation of Greater Sage Grouse populations and habitats within the Bi-State DPS. A diverse group of federal, state and local agencies, private landowners, special interest groups and individuals continues to work towards successful implementation of this stakeholder-based conservation plan.

On March 5, 2010 the FWS announced their findings that listing both the range-wide and Bi-State populations of the Greater Sage Grouse as threatened or endangered was warranted, but precluded, by higher priority listing actions. As a result of these findings, both populations became candidates for listing under the Endangered Species Act of 1973, as amended. For the Bi-State DPS, this finding was driven by three listing factors: (1) The present or threatened destruction, modification, or curtailment of its habitat or range; (2) The inadequacy of existing regulatory mechanisms; and (3) Other natural or manmade factors affecting its continued existence.

The Bi-State DPS of the Greater Sage Grouse is currently assigned a listing priority number (LPN) of 3 by the FWS based on their determination that the DPS faces threats that are overall of high magnitude and imminent (i.e. ongoing). In response to a recent settlement agreement regarding the potential listing of more than 200 candidate species, the FWS is scheduled to issue a final rule regarding listing of the Bi-State DPS of the Greater Sage Grouse by September 2013.

Although numerous conservation actions have been implemented within the Bi-State DPS to date, increased interagency cooperation is needed to ensure a coordinated multi-jurisdictional effort at a scale that is sufficient to ameliorate threats to the DPS and to provide certainty that planned conservation measures will be implemented efficiently and effectively.

I. PURPOSE:

The purpose of this MOU is to provide a framework to facilitate interagency cooperation among the parties to ensure a coordinated multi-jurisdictional effort to conserve Greater Sage Grouse populations and habitats within the Bi-State DPS of California and Nevada.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

To ensure the long-term conservation of Greater Sage Grouse populations and habitats within the Bi-State DPS a coordinated multi-jurisdictional conservation effort must occur based on population and habitat conservation goals rather than land ownership or jurisdictional boundaries. Effective interagency cooperation is key to successful sage-grouse conservation within the Bi-State DPS and of mutual benefit and interest to the parties of this MOU.

In consideration of the above premises, the parties agree to the following:

III. ORGANIZATION:

This coordinated interagency effort to conserve Greater Sage Grouse populations and habitats within the Bi-State DPS shall be supported by the following organizational structure:

1. Bi-State Executive Oversight Committee - Leadership Support
2. Bi-State Strategy Team - Implementation Support
3. Bi-State Technical Team - Technical Support
4. Bi-State Local Working Group - Stakeholder Support

IV. NDOW shall:

1. Provide leadership representation on the Bi-State Executive Oversight Committee.

2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State Conservation Plan Working Group.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Identify and implement management actions that will provide for the long-term conservation of Greater Sage Grouse populations and habitats within the Bi-State DPS.
5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Consider the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a NDOW priority.

V. CDFG shall:

1. Provide leadership representation on the Bi-State Executive Oversight Committee.
2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State Local Working Group.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Identify and implement management actions that will provide for the long-term conservation of Greater Sage Grouse populations and habitats within the Bi-State DPS.
5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Consider the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a CDFG priority.

VI. BLM shall:

1. Provide leadership representation for both California BLM and Nevada BLM on the Bi-State Executive Oversight Committee.
2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State Local Working Group.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Identify and implement management actions that will provide for the long-term conservation of Greater Sage Grouse populations and habitats on public lands within the Bi-State DPS.
5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Develop guidance for the management of Bi-State Sage-grouse in California and Nevada.
7. Consider the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a priority for California BLM and Nevada BLM.

VII. FWS shall:

1. Provide leadership representation on the Bi-State Executive Oversight Committee.
2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State local Working Group.

3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Identify and implement management actions that will provide for the long-term conservation of Greater Sage Grouse populations and habitats within the Bi-State DPS.
5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Consider the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a priority for the FWS in Region 8.

VIII. USGS shall:

1. Provide staffing assistance and support to the Bi-State Technical Team and the Bi-State Local Working Group.
2. Serve as science advisor to the Bi-State Technical Team.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
5. Identify key conservation measures that can be used in amending agency land-use plans

IX. NRCS shall:

1. Provide leadership representation for both California NRCS and Nevada NRCS on the Bi-State Executive Oversight Committee.
2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State Local Working Group.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Assist landowners to identify and voluntarily implement management actions that may provide for the long-term conservation of Greater Sage Grouse populations and habitats on private (and public) lands within the Bi-State DPS.
5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Assist landowners in the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a priority for California NRCS and Nevada NRCS.

X. USFS shall:

1. Provide leadership representation for both the Inyo National Forest and the Humboldt-Toiyabe National Forest on the Bi-State Executive Oversight Committee.
2. Provide staffing assistance and support to the Bi-State Strategy Team, the Bi-State Technical Team and the Bi-State Local Working Group.
3. Share technical expertise and data regarding Greater Sage Grouse populations and habitats within the Bi-State DPS.
4. Identify and implement management actions that will provide for the long-term conservation of Greater Sage Grouse populations and habitats on National Forest lands within the Bi-State DPS.

5. Support the review, update and continued implementation of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California*.
6. Consider the identification and implementation of Greater Sage Grouse conservation actions within the Bi-State DPS a priority for the Inyo National Forest and the Humboldt-Toiyabe National Forest.
7. Utilize Forest Service National Instructional Memo on "Greater Sage Grouse Interim Management" until Forest Plans are amended.

XI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES THAT:

1. REPRESENTATIVES. Each party shall identify designated representatives for the Executive Oversight Committee, the Strategy Team and the Technical Team. Designated representatives shall be identified and maintained on Attachment A to this MOU.
2. OVERSIGHT. The Executive Oversight Committee (EOC) shall provide direction and guidance for the Strategy and Technical teams. The EOC shall be Co-Chaired by at least one state wildlife agency representative and at least one federal land management agency representative. The NDOW and the USFS Humboldt-Toiyabe National Forest shall serve as the initial Co-Chairs. Co-Chair responsibilities may be modified by mutual consent of the parties to this MOU.
3. ADMINISTRATIVE CONTACTS. The Administrative Contact for each party shall be identified and maintained on Attachment B to this MOU.
4. NON-LIABILITY. None of the parties to this MOU assume liability for any third party claims for damages arising out of this instrument.
5. NOTICES. Any communication affecting the operations of this agreement is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows;

To the Administrative Contact for each party as identified and maintained on Attachment B to this MOU.

To the designated Executive Oversight Committee representative for each party as identified and maintained on Attachment A to this MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of this notice, whichever is later.

6. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the parties from working together or participating in similar activities with other agencies, organizations and individuals.
7. ENDORSEMENT. Any party's contributions made under this MOU do not by direct reference or implication convey any endorsement of the contributed products or activities by the other parties to this agreement.

8. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU requires or authorizes any party to obligate or transfers anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or polices, and any party's obligations are subject to the availability of funds and other resources. The negotiation, execution, administration of these prospective instruments must comply with all applicable laws, regulations, and/or policies.

Nothing in this MOU is intended to alter, limit, or expand any agencies' statutory and/or regulatory authority.

9. Pursuant to 41 USC22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefit that may arise there from, either directly or indirectly.
10. USE OF AGENCY INSIGNIAS. In order for any party to use the agency insignia of another party on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted consistent with the requirements of the affected agency. In all cases, approval must be granted in writing prior to the use of another agency's insignia.
11. FREEDOM OF INFORMATION ACT (FOIA). For the federal agencies, public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) and comparable California and Nevada laws. State agencies would adhere to the same requirements under the comparable California and Nevada Law regarding public access to the MOU or agreement records.
12. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13512, "Federal leadership on Reducing Text Messaging While Driving, "any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All parties, their employees, volunteers and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when

driving on official government business or when performing any work for or behalf of the government.

13. PUBLIC NOTICES. It is USFS policy to inform the public as fully as possible of its programs and activities. Parties to this MOU are encouraged to give public notice of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices that refer to the Action Plan, Conservation Strategy of Local Working Group should be approved by all parties prior to release.

The parties may call on signatory Agency's Public Affairs Office for advice regarding public notices. The parties are requested to provide copies of notices or announcements to these offices as far in advance of release as possible.

14. ACKNOWLEDGMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. All parties shall be acknowledged for their support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

15. NONDISCRIMINATION STATEMENT - PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIALS. The parties shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

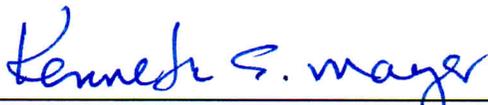
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

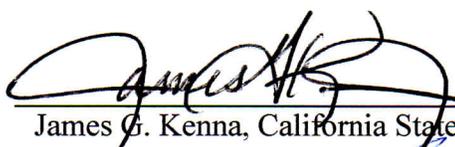
"This institution is an equal opportunity provider."

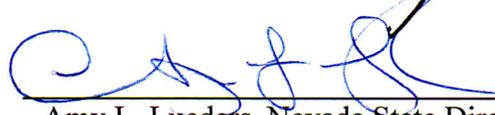
16. TERMINATIONS. Any of the parties, in writing, may terminate this MOU in whole, or part, at any time before the date of expiration.
17. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
18. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through the December 31, 2016 at which time it will expire, unless extended by a executed modification, signed and dated by all properly authorized, signatory officials.

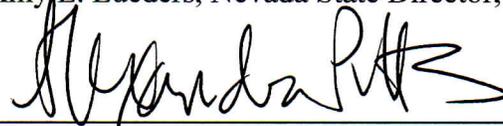
In witness thereof, the parties hereto have executed this Memorandum of Understanding as of the last date written below.


Kenneth Mayer, Director, NDOW 2/10/12
Date

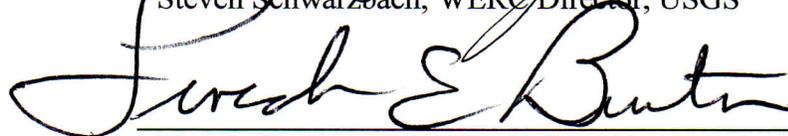

Charlton H. Bonham, Director, CDFG 3/14/12
Date


James G. Kenna, California State Director, BLM 2/14/2012
Date

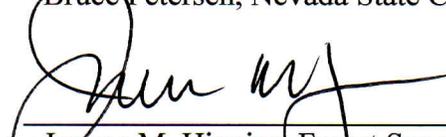

Amy L. Lueders, Nevada State Director, BLM 2/10/12
Date

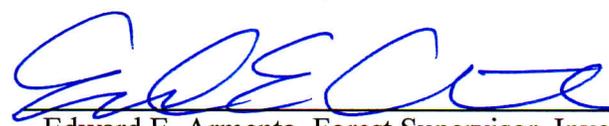

for Ren Lohofener, R8 Regional Director, FWS 2/15/2012
Date

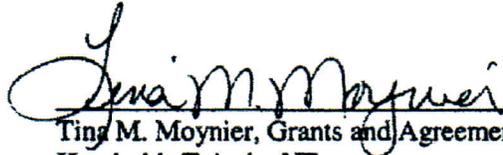

Steven Schwarzbach, WERC Director, USGS 2/10/12
Date


Lincoln E. Burton, California State Conservationist, NRCS 5-8-12
Date


Bruce Petersen, Nevada State Conservationist, NRCS 2/10/12
Date


Jeanne M. Higgins, Forest Supervisor, Humboldt-Toiyabe NF
Humboldt-Toiyabe Agreement #12-MU-11041730-030 2/10/12
Date

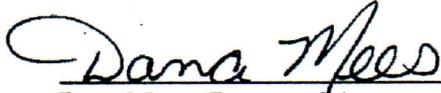

Edward E. Armenta, Forest Supervisor, Inyo NF
Inyo Agreement #12-MU-11050400-012 2/10/12
Date



Tina M. Moynier, Grants and Agreements Specialist
Humboldt-Toiyabe NF

05/23/2012

Date



Dana Mees, Grants and Agreements Specialist
Inyo NF

5/24/2012

Date

**Bi-State Sage Grouse MOU
Attachment A
Primary Contacts**

Nevada Department of Wildlife

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Bureau of Land Management-Nevada

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Fish and Wildlife Service

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**Bi-State Sage Grouse MOU
Attachment A (contd.)
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**Bi-State Sage-grouse MOU
Attachment B
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**Bi-State Sage-grouse MOU
Attachment B (continued)
Administrative Contacts**

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