

MEMORANDUM OF UNDERSTANDING

AMONG

WESTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES

and

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

and

**U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT**

and

**U.S. DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE
SERVICE**

and

U.S. DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY

and

**U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES
CONSERVATION SERVICE**

And

U.S. DEPARTMENT OF AGRICULTURE, FARM SERVICE AGENCY

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide for cooperation among the participating State and federal land, wildlife management and science agencies in the conservation and management of Greater sage-grouse (*Centrocercus urophasianus*) sagebrush (*Artemisia* spp.) habitats and other sagebrush-dependent wildlife throughout the Western United States and Canada.

The sagebrush biome has experienced long-term downward trends in both the abundance and distribution of sagebrush plant communities and the wildlife that depend on them. Successful long-

term conservation, recovery and restoration of these habitats and wildlife will require sustained, concerted and well-coordinated efforts among a spectrum of landowners, land managers, resource specialists, scientists and land users.

II. Background

In July 1999, responding to continuing range-wide declines in sage-grouse populations, member agencies of the Western Association of Fish and Wildlife Agencies (WAFWA) signed the "Memorandum of Understanding among Members of the Western Association of Fish and Wildlife Agencies for the Conservation and Management of Sage Grouse in North America." The 1999 MOU outlines the purpose, objectives, actions and responsibilities for cooperation among WAFWA members in further actions to conserve sage-grouse (Appendix A).

In 2000, interagency cooperation was extended further through a MOU among the WAFWA, U.S. Bureau of Land Management (BLM), U.S. Fish and Wildlife Service (FWS), and U.S. Forest Service (FS) (Appendix B). The major focus of the 2000 MOU, described in Section III (Actions), was on conservation planning for sage-grouse and sagebrush habitats. Although early in 2007 some local and state conservation planning remained incomplete, the December 2006 delivery by WAFWA to FWS of the Greater Sage-grouse Comprehensive Conservation Strategy (Comprehensive Strategy) marked the need to shift emphasis from conservation planning to conservation action implementation incorporating adaptive management principles to inform and guide future management practices. In 2008, an implementation MOU was developed and signed by the original signatories and added the U.S. Geological Survey (USGS), Natural Resources Conservation Service (NRCS), and Farm Service Agency (FSA) as members.

III. Objectives

The U. S. Department of the Interior - BLM, FWS, Geological Survey (USGS), and, the U. S. Department of Agriculture - FS, Natural Resources Conservation Service (NRCS), and Farm Service Agency (FSA), and the WAFWA₂ hereafter referred to collectively as "the Parties," herein acknowledge and agree that:

- sage-grouse are an important component of sagebrush ecosystems, and serve as an important indicator of the overall health of this important Western North America biome, and
- cooperative efforts among the Parties, consistent with applicable statutory and regulatory requirements, are necessary to conserve and manage North America's sagebrush biome ecosystems for the benefit of sage-grouse and all other sagebrush-dependent species, and to maintain the many other values sagebrush systems provide.

Providing for the long-term presence and abundance of sage-grouse and other sagebrush dependent species reflects the Parties commitment to understand and maintain all natural components and ecological processes and systems within the sagebrush biome. Specific objectives of this MOU are to:

- Implement the Comprehensive Strategy and provide for cooperation and integration in the development, implementation and evaluation of actions, premised upon the best available science, and designed to address conservation needs across geographic scales, to maintain, enhance and restore sagebrush habitats where possible.
- Implement conservation actions for other sagebrush-dependent species identified by the

Parties as being “of conservation concern” and provide for cooperation and integration in the development, implementation, and evaluation of actions designed to address conservation needs across geographic scales, as appropriate, to maintain and increase, where possible, their respective distribution and abundance;

- Adopt an adaptive management approach to the implementation of the Conservation Strategy that acknowledges that in the face of uncertainties as outcomes from management actions and other events become better understood through monitoring, evaluation of actions, incorporation of new scientific understanding, and the sharing of data and information, we produce better understanding and improve the management and conservation of the sagebrush biome, sage-grouse and all other sagebrush-dependent species; and,
- Develop partnerships with agencies, organizations, tribes, communities, individuals and private landowners to cooperatively accomplish the preceding objectives.

IV. Actions

Primary, but not exclusive, emphasis under this MOU will focus on conserving both Greater sage-grouse and Gunnison sage-grouse (*C. minimus*) through the implementation of range-wide, State and local conservation strategies and/or plans for these species, including the Comprehensive Strategy. Management for the conservation or recovery of other sagebrush-dependent species of conservation concern shall be similarly guided by existing plans, premised upon the best available science, and approved by appropriate State, Provincial and/or Federal agencies.

Sage-grouse Working Groups

The States and Provinces will continue support for Working Groups to develop and implement State, Provincial, Management Zone, Agency, and Local Conservation Plans. Participation will be open to all interested parties including, but not limited to, landowners, land users, industry, other interested publics, and representatives of local, State, Federal and tribal governments, as appropriate. U.S. Federal Agency participation in working groups will be in a manner consistent with the Federal Advisory Committee Act.

Range-wide Interagency Sage-grouse Conservation Team

The Parties will maintain the Range-wide Interagency Sage-grouse Conservation Team (RISCT) to be composed of the voting members of the Sage and Sharp-tailed Grouse Technical Committee, and one (1) technical expert each from the BLM, FWS, FS, FS Research and Development, USGS, FSA, and NRCS. The RISCT will provide technical expertise to the Executive Oversight Committee in facilitating implementation of the Comprehensive Strategy, where consistent with applicable statutory authorities, and otherwise assisting with its implementation, evaluation and long-term success using adaptive management principles. The RISCT will report annually to the EOC.

Executive Oversight Committee

The Parties will maintain the Executive Oversight Committee (EOC) to be composed of the Director of each WAFWA member agency, or their designee, from each state and province within the range of the Greater sage-grouse, and one (1) management representative from each of the signatory federal agencies to this agreement, to periodically review overall progress in implementing the Comprehensive Strategy and conservation measures for other species of conservation concern in the sagebrush biome. Based on such review, the EOC will meet with the RISCT at least annually to provide general guidance, as needed, for continuing implementation of the Comprehensive Strategy

and conservation measures for other species of conservation concern.

WAFWA Member Agencies

The member State and provincial agencies will, as appropriate and consistent with each State and provincial missions and authorities, provide for species management, population monitoring and evaluation consistent with adaptive management principles and guided by the best available science.

Member agencies will consider the Comprehensive Strategy, State, Provincial, local working group plans and the most current sage-grouse guidelines to manage sage-grouse populations. Member agencies will work collaboratively to facilitate data and information management and access, to the extent possible; provide technical, management, and scientific information in support of understanding the sagebrush biome and sage-grouse populations; and where appropriate ensure that all products resultant from this MOU reflect the best available science and have received independent, scientific peer review where appropriate and applicable.

U.S. Federal Agencies

The BLM, FWS, FS, USGS, FSA and NRCS will as appropriate and consistent with each agency's mission and authorities, provide for habitat protection, conservation, habitat monitoring, restoration, and evaluation consistent with adaptive management principles and guided by the best available science of the sagebrush biome, for sage-grouse and other sagebrush dependent species of conservation concern, and consistent with the National Environmental Policy Act and other applicable laws, regulations, directives and policies. In doing so, these agencies will consider the WAFWA Greater Sage-Grouse Comprehensive Conservation Strategy, existing Guidelines to manage sage-grouse populations and their habitats (Connelly et al., 2000) and subsequent revisions thereof, State and Local Conservation Plans, and other appropriate information in their respective planning and implementation processes. Parties will work collaboratively to facilitate data and information management and access, to the extent possible; provide technical, management, and scientific information in support of understanding the sagebrush biome; and where appropriate ensure that all products resultant from this MOU reflect the best available science and have received independent, scientific peer review where appropriate and applicable.

V. Authorities

This MOU is among the BLM, FWS, FS, USGS, FSA, NRCS, and WAFWA under the provisions of the following laws:

Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.);
Federal Advisory Committee Act (5 U.S.C. Public Law 92-463, App);
Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.);
Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.);
Fish and Wildlife Coordination Act (16 U.S.C. 661-667);
Fish and Wildlife Improvement Act, 1978;
Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641-48);
Multiple-Use Sustained-Yield Act [of 1960] (16 U.S.C. 528-531);
National Forest Management Act of 1976 (16 U.S.C. 1600 et seq.);
National Wildlife Refuge Administration Act of 1966, as amended by the National Wildlife;
Nonindigenous Aquatic Nuisance Prevention and Control Act, 1990;
Office of Management and Budget, Final Information Quality Bulletin for Peer Review, 2004;

Organic Act (43 U.S.C 31 et seq., 1879);
Refuge System Improvement Act of 1997 (16 U.S.C 668dd et seq.);
Section 1231 of the Food Security Act of 1985, as amended (16 U.S.C. 3831); and
Water Resources Development Act, 1990.

VI. Approval

It is mutually agreed and understood by and between the Parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate Federal Agencies or the United States or WAFWA or any of its member States or Provincial agencies to any current or future expenditure of resources in advance of the availability of appropriations from Congress or any of the State or Provincial governments. . Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance to applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
2. This MOU in no way restricts the Parties from working together or participating in similar activities with other public or private agencies, organizations and individuals.
3. This MOU is executed as of the date of the final signatory and expires five years from that date, at which time it will be subject to review, renewal or expiration.
4. Modifications, including but not limited to adding new partners to the agreement, within the scope of this MOU shall be made by the issuance of a mutually executed written modification prior to any changes being performed.
5. Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other parties.
6. Any advertising done by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by the RISCT.
7. During the performance of the MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.
8. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
10. The Parties agree to implement the provisions of this MOU to the extent personnel and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.

11. The Parties acknowledge and recognize that the sharing of information and documents between the Parties are subject to various federal, state and provincial laws and regulations, and nothing in the MOU is intended to require any of the Parties to act in a manner inconsistent with such laws and regulations.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.

Western Association of Fish and Wildlife Agencies

President

Date

U.S. Department of Agriculture, Forest Service

Chief

Date

U.S. Department of the Interior, Bureau of Land Management

Director

Date

U.S. Department of the Interior, Fish and Wildlife Service

Director

Date

U. S. Department of the Interior, Geological Survey

Director

Date

U. S Department of Agriculture, Natural Resources Conservation Service

Chief

Date

U. S. Department of Agriculture, Farm Service Agency

Administrator

Date

Appendix A: 1999 WAWFA MOU
Appendix B: 2000 Interagency MOU

Reference Documents: Greater Sage Grouse Comp. Cons. Strategy
WAFWA Protocols and Guidelines as appropriate