

***Final***

*Appendix H*

*Interagency Memorandum of Understanding*

*for*

Candidate Conservation Agreement with Assurances  
and integrated  
Candidate Conservation Agreement  
and  
Conservation Agreement

Developed in partnership by

U.S. Fish and Wildlife Service  
Bureau of Land Management  
U.S. Forest Service  
Thunder Basin Grasslands Prairie Ecosystem Association

February 8, 2017

Memorandum of Understanding

regarding implementation of the

*Candidate Conservation Agreement  
with Assurances*

*with integrated*

*Candidate Conservation Agreement  
and  
Conservation Agreement*

among the following parties

Thunder Basin Grasslands Prairie Ecosystem Association

U.S. Department of Interior  
Fish and Wildlife Service  
Wyoming Ecological Services Field Office

U.S. Department of Interior  
Bureau of Land Management  
Wyoming State Office

U.S. Department of Agriculture  
Forest Service  
Medicine Bow-Routt National Forests  
Thunder Basin National Grassland

Wyoming Game and Fish Department

This Memorandum of Understanding (MOU) is hereby made and entered into by the Thunder Basin Grasslands Prairie Ecosystem Association (Association), the U.S. Fish and Wildlife Service (FWS), the Bureau of Land Management (BLM), the U.S. Forest Service (USFS), and the Wyoming Game and Fish Department (WGFD); collectively referred to as Parties. This MOU is intended to guide implementation of a conservation strategy to conserve eight species within two ecotypes in northeastern Wyoming.

## 1 BACKGROUND

The Association is a non-profit organization which provides private landowner leadership in developing a responsible, science-based approach to long-term management of member's lands. Established in 1999, the Association was incorporated as a non-profit organization in 2002. Because of the mixed surface and sub-surface ownership of this area, effective conservation requires consistent and compatible management across federal, private, and state properties. The Association proposes to address landscape conservation in the context of two primary ecotypes and their associated at-risk species. These covered species assemblages consist of the following: within the sagebrush steppe ecotype, the greater sage-grouse (*Centrocercus urophasianus*), sage sparrow (*Amphispiza belli*), Brewer's sparrow (*Spizella breweri*), and the sage thrasher (*Oreoscoptes montanus*); and, within the shortgrass prairie ecotype, the black-tailed prairie dog (*Cynomys ludovicianus*), mountain plover (*Charadrius montanus*), burrowing owl (*Athene cunicularia*), and ferruginous hawk (*Buteo regalis*), collectively the covered species.

The Association has developed an incentives-based conservation strategy (Strategy) intended to purposefully place conservation effort within the coverage area where it is most likely to achieve durable conservation benefits for the covered species. Implementation of the Strategy is directed by a set of integrated conservation agreements. The Strategy consists of a Candidate Conservation Agreement with Assurances (CCAA) for private property, an appended Candidate Conservation Agreement (CCA) for property with a federal nexus, and an appended Conservation Agreement (CA) which addresses conservation efforts associated with the foreseeable future development of energy resources within the coverage area. This coverage area encompasses five northeastern Wyoming counties: Campbell, Converse, Crook, Niobrara, and Weston.

The singular intent of the Strategy is to achieve demonstrable conservation of habitats for the covered species within the sagebrush steppe and shortgrass prairie ecosystems. It is the goal of the Parties to this MOU to provide for the conservation of these habitats and species in the landscape context recognizing mutual benefits of on-going energy and natural

resource extraction, grazing, and range management. It should be emphasized that property enrollment and subsequent conservation efforts are commitments that are entered into entirely on a voluntary basis.

## **2 PURPOSE**

This MOU is established to facilitate and direct collaborative conservation among the Parties within the common landscape of the greater Thunder Basin ecosystem. This MOU is intended to facilitate communication among the Parties; enable cooperative conservation planning; encourage implementation of mutually beneficial land management practices; and guide cooperative monitoring and reporting of our mutual efforts to conserve the resources within the Thunder Basin ecosystem.

## **3 STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

The Parties manage lands and wildlife within a common landscape or ecosystem. The coverage area of the Strategy encompasses approximately 10.8 million acres within Campbell, Converse, Crook, Niobrara, and Weston counties. All Parties are interested in land and wildlife management and will benefit from increased communication, information sharing, collaborative planning, implementation, and monitoring. Collaborative planning and implementation will enable the management of landscapes across ownership boundaries, thereby enhancing ecosystem-based conservation.

It is anticipated that this MOU will help ensure consistent implementation of the Strategy and will facilitate the cooperative assessment and characterization of ecological communities in the coverage area, the development and implementation of land use plans that include measures for conservation, and will contribute to the management of private, state, and federal lands. This provides an opportunity for the Parties to demonstrate the value of collaborative stewardship — stewardship that may extend across land ownerships or jurisdictional boundaries.

## **4 GUIDING PRINCIPLES**

The Parties agree to the following values which will direct their collaboration, their association with private property owners, and their cooperation with participating conservation and land management agencies within the State of Wyoming.

- The Parties recognize that the combination of members focused on livestock

grazing and those members representing extractive industries provide a unique synergy for implementing cooperative conservation measures to achieve enhanced habitat conditions for the covered species.

- The Parties recognize the inherent value of maintaining the practice of ranching as a means to conserving substantial areas of habitat in Wyoming.
- The Parties affirm that consistent, informed communication is necessary for successful conservation.
- Property owner participation in conservation efforts is entirely voluntary.
- Land management efforts of mutual interest that are collaboratively developed and cooperatively implemented are most likely to achieve the most efficient use of resources as well as the greatest utility in terms of contributing to the conservation of sagebrush and shortgrass ecosystems.

## **5 ROLES AND RESPONSIBILITIES**

In order to facilitate and direct collaborative conservation within the common landscape of the greater Thunder Basin ecosystem, the Parties will participate in a Conservation Advisory Committee (Committee). This Committee will assist the Association in identifying Conservation Priority Areas, reviewing Certificates of Inclusion/Certificates of Participation (CI/CPs), and developing new conservation measures, as needed. The Committee includes experts from the BLM, USFS, FWS, WGFD, University of Wyoming - Extension, Natural Resource Conservation Service, three members from non-governmental organizations (which might include but would not be limited to, the Rocky Mountain Bird Observatory, Audubon – Wyoming, and Environmental Defense Fund), and two or more consulting biologists (research oriented or academic) with regional expertise.

Members of the Committee will participate in an annual Strategy planning meeting to identify management actions by the respective parties that may be of benefit or interest.

### **5.1 Association**

Implement and administer the Strategy by:

- 1) Working with appropriate land management agency wildlife professionals and researchers to ensure that conservation measures remain current and to incorporate appropriate best management practices.

- 2) Working with participating members to ensure CI/CPs dealing with sagebrush ecosystems incorporate applicable conservation strategies in the State of Wyoming Governor's Executive Order (Wyoming EO 2011-05), the Wyoming Greater Sage-Grouse Conservation Plan, the Northeast Wyoming Sage-Grouse Conservation Plan, the Sage-Grouse Habitat Management Guidelines for Wyoming, and applicable land and resource management plans, where appropriate.
- 3) Working with participating members to ensure CI/CPs dealing with low-structure grassland ecosystems maintain or enhance the quantity and quality of habitat for the mountain plover, burrowing owl, and ferruginous hawk. Where applicable, CI/CPs covering black-tailed prairie dog habitat should incorporate plans, processes and incentives to help maintain designated prairie dog management areas.
- 4) Approving and signing CI/CPs utilizing the conservation measures for sagebrush obligates and shortgrass prairie species. All CI/CPs will be on permanent retention at the Association's office but will be available to the FWS, BLM, and USFS as needed.
- 5) The Association will be the primary party responsible for conducting monitoring activities as specified in the Strategy.
- 6) Working with members to ensure appropriate implementation of the provisions of their individual CI/CPs.
- 7) Submitting an annual report to the FWS, BLM, and USFS by March 15 of the following year, that documents activities implemented under this Strategy, their effects, and effects of activities undertaken in prior years that require multi-year monitoring.

## **5.2 U.S. Fish and Wildlife Service**

The FWS agrees to provide the following administrative and technical assistance to aid the Association in implementing the Strategy, subject to authorized and appropriated funds:

- 1) Review within 60 days those monitoring and other reports submitted by the Association to the FWS and notify the Association within the above time period if more information is necessary.
- 2) Serve on the Committee, provide expertise on the management and conservation of the covered species, help to determine Conservation Priority Areas, and provide assistance in coordinating implementation of the Strategy.
- 3) Make every effort to assist the Association in obtaining funds for conserving habitat, monitoring and research assistance, and/or habitat improvements to achieve the conservation measures and implement monitoring and adaptive management activities.

- 4) Provide assurances under the CCAA that neither additional conservation measures nor additional land, water, or resource use restrictions, beyond those voluntarily agreed to will be required as long as members are in full compliance.

### **5.3 Bureau of Land Management**

The BLM agrees to provide the following technical assistance to aid the Association in implementing the Strategy, subject to authorized and appropriated funds:

- 1) Serve on the Committee, provide expertise on the management and conservation of the covered species habitat, help to determine Conservation Priority Areas, and provide assistance in coordinating implementation of the Strategy.
- 2) Make every effort to assist the Association in obtaining funds for conserving habitat, monitoring and research assistance, and/or habitat improvements to achieve the conservation measures and implement monitoring and adaptive management activities.
- 3) Agree that the agency is unlikely to impose additional measures or restrictions pertaining to these covered species upon member lands enrolled in the CCA.

### **5.4 U.S. Forest Service**

The USFS agrees to provide the following technical assistance to aid the Association in implementing the Strategy, subject to authorized and appropriated funds:

- 1) Serve on the Committee, provide expertise on the management and conservation of the covered species, help to determine Conservation Priority Areas, and provide assistance in coordinating implementation of the Strategy.
- 2) Make every effort to assist the Association in obtaining funds for conserving habitat, monitoring and research assistance, and/or habitat improvements to achieve the conservation measures and implement monitoring and adaptive management activities.
- 3) Agree that the agency is unlikely to impose additional measures or stipulations pertaining to these covered species upon member lands enrolled in the CCA.

### **5.5 Wyoming Game and Fish Department**

The WGFD agrees to provide the following technical assistance to aid the Association in implementing the Strategy, subject to authorized and appropriated funds:

- 1) Serve on the Committee, provide expertise on the management and conservation of the covered species, help to determine Conservation Priority Areas, and provide assistance in coordinating implementation of the Strategy.

2) Make every effort to assist the Association in obtaining funds for conserving habitat, monitoring and research assistance, and/or habitat improvements to achieve the conservation measures and implement monitoring and adaptive management activities.

3) Agree that the agency is unlikely to impose additional measures or stipulations pertaining to these covered species upon member lands enrolled in the Strategy.

## **6 PARTICIPATION IN SIMILAR ACTIVITIES**

This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

## **7 SOVEREIGN IMMUNITY CLAUSE**

None of the Parties to the agreement waive their respective sovereign immunity by entering into this MOU; each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

## **8 STATEMENT OF NO FINANCIAL OBLIGATION**

Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources either in advance of availability of appropriations from Congress or when funds are available. Transfers of funds or items of value are not authorized under this MOU.

## **9 AMENDMENTS**

This MOU may be amended at any time by mutual agreement of the Parties, in writing.

## **10 EFFECTIVE PERIOD AND TERMINATION**

This MOU will become effective for the individual parties upon the date of their respective signature and continue until terminated. Any party to this MOU may withdraw from the MOU with a sixty (60) day notice to all other Parties.



## 11 CONTACT INFORMATION

<u>Party</u>	<u>Contact</u>
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**12 SIGNATURES**

Frank G. Eathorne, Jr.

Frank G. Eathorne, Jr., Chairman

Thunder Basin Grasslands Prairie Ecosystem Association

Executed this 21<sup>st</sup> day of April, 2014

R. Mark Sattelberg

R. Mark Sattelberg, Field Supervisor

U.S. Fish and Wildlife Service

Executed this 28 day of April, 2014

Don Simpson

Don Simpson, Wyoming State Director

Bureau of Land Management

Executed this 7 day of May, 2014

Phil Cruz

Phil Cruz, Forest Supervisor

U.S. Forest Service, Medicine Bow-Routt National Forests & Thunder Basin National Grassland

Executed this 1<sup>st</sup> day of May, 2014

Scott Talbott

Scott Talbott, Director

Wyoming Game and Fish Department

Executed this 16 day of May, 2014