

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. FISH AND WILDLIFE SERVICE, NATIONAL PARK SERVICE,  
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, VENTANA  
WILDLIFE SOCIETY, AND THE YUOK TRIBE ON CALIFORNIA CONDOR  
CONSERVATION

This Memorandum of Understanding is entered into this 4<sup>th</sup> day of March, 2014, by and between the U.S Fish and Wildlife Service (hereinafter "Service"), a bureau of the United States Department of the Interior (hereinafter "Department"), acting through the Regional Director of Region 8 of the Service; the National Park Service (hereinafter "NPS"), a bureau of the Department, acting through the Superintendent of Redwood National Park; California Department of Parks and Recreation (hereinafter "State Parks"), acting through the North Coast Redwood District Superintendent; the Ventana Wildlife Society (hereinafter "VWS"), acting through its Executive Director; and the Yurok Tribe, acting through its Chairperson; (collectively referred to hereinafter as the "Parties").

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperation and encourage close coordination among the Parties to support proactive conservation efforts for the California condor (hereinafter "condor").

WITNESSETH

WHEREAS, the Parties recognize that the condor is a species of significant management concern throughout its historical range and it is in the best interest for the conservation of the species to be proactive in evaluating and implementing actions for its recovery based on sound science;

WHEREAS, the Parties recognize that condors occurred along the California North Coast region, prior to European arrival, and declined slowly after European contact until regional extirpation in the early twentieth century. Condors are a trust species, culturally important to the Yurok People and many other Tribes in Northern California and the larger Pacific Northwest region;

WHEREAS, the Service, under the laws and regulations of the United States and of the Department of the Interior, is the federal agency responsible for managing our nation's fish and wildlife and their habitats, particularly animals that migrate across state or national boundaries and species that are federally threatened or endangered. The Service enters into this MOU pursuant to authorities in the Fish and Wildlife Coordination Act, 16 U.S.C. §661, et seq., the Fish and Wildlife Act of 1956, 16 U.S.C. § 742a. et seq., and the Endangered Species Act, 16 U.S.C. § 1531, et seq., among other authorities;

WHEREAS, the National Park Service under the National Park Service Organic Act (16 U.S.C. 12 3, and 4), (39 Stat. 535) and amendments is a federal agency that

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“...shall promote and regulate the use of the Federal areas ...which purpose is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.” The NPS manages lands in Redwood National Park within the historic range of the condor and is interested in participating in efforts to recover the condor;

WHEREAS, the mission statement of California State Parks is to “Provide for the health, inspiration and education of the people of California by helping to preserve the state’s extraordinary biological diversity, protecting its most valued natural and cultural resources and creating opportunities for high quality outdoor recreation.” State Parks manage lands within the historic range of the condor in the North Coast Redwoods District and is interested in participating in efforts to recover the condor;

WHEREAS, the U.S. Department of the Interior, including its agencies the Service and NPS, and the Yurok Tribe entered into a co-management agreement in 2006 for the “Cooperative Management of Tribal and Federal Lands in the Klamath River Basin of California” (Agreement), the purpose of which is to coordinate and cooperatively manage Federal and Tribal lands and resources within the Klamath Basin in California, both within the Yurok Reservation as well as the related basin, upstream river, and Pacific Ocean resources. The Agreement is intended to improve Department of Interior and Tribal services to the Tribal and local communities and the general public by improving Klamath River resource management and establishing programs for restoration and management of natural resources;

WHEREAS, the Ventana Wildlife Society’s primary mission is to conserve native wildlife and their habitats through research, education, and collaboration. VWS is an active member of the California Condor Recovery Program as managers of the Big Sur release site, is fully partnered with the National Park Service’s Pinnacles National Park release site, and is interested in providing a supporting role in efforts to recover the condor in the Pacific Northwest;

WHEREAS, the Yurok Tribe exercises its inherent sovereignty in order to preserve, protect and restore Yurok natural resources and culture and the health and social well-being of existing and future Tribal members through its exercise of sovereign rights, culturally integrated methods and high quality scientific practices in coordination with the community and public and private agencies and organizations. The Yurok Tribe manages lands historically occupied by condors and is interested in participating in efforts to recover the condor;

WHEREAS, recovering the condor requires a combination of actions that maintain and re-establish the natural physical and biological processes that create and maintain high quality condor habitat, and it is jointly understood by all Parties that these actions require coordination and communication in order to be effective in achieving those goals;

WHEREAS, assessments conducted by the Yurok Tribe indicate the presence of high quality condor habitat within the greater Yurok Ancestral Territory including lower levels of environmental contaminants than assessed to date elsewhere in current condor reintroduction areas, as is evident from avian scavenger blood lead levels;

WHEREAS, the parties agree that further assessment of condor habitat in the greater Yurok Ancestral Territory and its historical range in north coastal California should be undertaken, guided, and based upon sound science, up to and inclusive of the experimental release of condors to clarify the potential for success and identify challenges to condor recovery in the region;

WHEREAS, the Parties will work collaboratively with one another and with partner groups to best address mutual goals and objectives through the development of a framework that utilizes each other's skills to best determine how to implement, evaluate, and adaptively manage conservation efforts for the condor;

WHEREAS, the Parties recognize that additional collaborators may be required as the need arises to provide various functions to meet project objectives. All Parties shall reach consensus regarding roles and responsibilities of new collaborators before they are included;

WHEREAS, the Parties have determined that it is in the public interest to enter into this MOU, setting forth a cooperative arrangement between the Parties with respect to condor recovery;

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Recovery of condors within their full historical range is beneficial to the recovery efforts of the species as a whole. Recovery of threatened, endangered, or extirpated species is key to the mission of each Party herein. The Parties herein agree to assess the potential to recover condors within the northern portions of their historical range, including Northern California and Yurok Tribe Ancestral Territory.

The Parties will continue to work toward developing adequate state agency support; identifying adequate funding sources; developing support from key existing condor recovery partners; identifying sufficient high quality habitat with minimal potential threats; obtaining necessary permits; completing environmental compliance; establishing an appropriate release facility; and experimentally releasing, monitoring, and managing condors in the wild before a final determination is made about permanently reintroducing condors to the region.

#### CONSERVATION AND RECOVERY PLANNING

The Parties agree to coordinate with the Arcata Fish and Wildlife Office and the Condor Recovery Program to develop mutually acceptable conservation, reintroduction, and recovery goals and objectives which may be applied in Northern California. These goals

and objectives will be used to direct and prioritize condor conservation work plan activities that will be initiated by the Parties and ensure that they are compatible with the overall Condor Recovery Program.

The Parties agree to work cooperatively to achieve mutual conservation and recovery goals through development and implementation of a series of mutually agreed upon conservation work plan activities. The Parties will develop an annual work plan that identifies tasks and actions that each Party will carry out to advance the knowledge base, strengthen partnerships, resolve data gaps, secure adequate funding, obtain proper permitting, meet environmental compliance requirements, locate an adequate field reintroduction site, and release condors in an experimental, adaptive management manner as a final assessment of regional habitat quality in Northern California before a final determination is made about permanently reintroducing condors to the region.

The Parties will meet annually by June 30 of each year to discuss priority activities and develop a draft work plan by July 31 of each year. Work plans will address roles, responsibilities, and timelines for project element completion and a list of deliverables. The work plan should lay out strategies and options to accomplish its conservation objectives and result in a determination as to whether recovery is feasible. The work plan will use strategic habitat conservation and adaptive management principles in its development and will identify necessary permits and compliance needs well in advance of the need for such authorization.

All Parties to the MOU will review and provide timely input (generally within 30 days of receipt) to the development of the work plan so that actions can be put in place as efficiently as possible.

If a positive recovery determination is made, a new timeline would be established for the development of full recovery guidelines and a recovery implementation plan within a time frame agreed upon by the Parties and contingent on securing necessary authorizations, funding, and support from partners. The Parties to this MOU will continue to communicate and coordinate with all previous conservation partners and will explore the utility of expanding this MOU to include those who will further progress toward condor recovery.

The Yurok Tribe will continue to actively participate in the Pacific Northwest Condor Working Group and coordinate closely with the Service's Region 1, Oregon Fish and Wildlife Office in the development of cross regional condor recovery and conservation efforts. All Parties will ensure solid communication and coordination with the Oregon Department of Fish and Wildlife and the California Department of Fish and Wildlife in the development of plans and recovery actions related to condor.

Parties to this MOU will evaluate and work cooperatively to identify other key partners that would enhance the intent of this MOU and facilitate progress toward achieving work plan goals. The Parties can amend this MOU at any time to add signatories to this MOU that would enhance the recovery of the condor.

## FUNDING

Parties agree to mutually seek out funding opportunities both within our respective agencies and organizations and in partnership with other groups in support of condor recovery. Each will work within their area of influence to leverage funding opportunities and in-kind contributions to facilitate achievement of goals and objectives. The Parties (subject to these limitations and to applicable federal, state, and Tribal law) agree to:

- a. Cooperate to locate funds, equipment, and services that may be made available to implement conservation work plan activities through approved federal and state agency and Tribal processes, for the duration of this project.
- b. Work cooperatively as appropriate to secure sources of funding and in-kind contributions for the completion of agreed upon monitoring, research, and coordination objectives associated with this project.
- c. Provide to the Parties information as to overall annual expenditure of funds, related to the implementation of this MOU.

Nothing in this MOU shall be interpreted as constituting an obligation for any Party to expend funds, make payments, or encumber real property with affirmative covenants or restrictions on use of such property. Nothing in this MOU shall be interpreted as constituting a commitment or requirement that the federal government agencies party to this MOU obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, and other Applicable Law. Nothing in this MOU may be construed to obligate the agencies, or the United States, to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this MOU obligate the agencies or the United States to spend funds on any particular project or purpose, even if funds are available. To the extent that this MOU anticipates the transfer of funds, or services, the Parties will enter into appropriate agreements to accomplish such transfer. The Parties acknowledge that this MOU does not require any federal or state agency to expend funds or to seek or request appropriations from Congress or the California Legislature to implement this MOU, nor does it obligate the Yurok Tribe to expend funds, commit financial resources, or apply for grant funding to implement this MOU.

## MODIFICATION AND TERMINATION

This MOU constitutes the entire agreement among the Parties and no alteration or modification of the terms of this MOU shall be valid unless contained in writing signed by all Parties. Any Party may terminate their participation in this MOU by providing the other Parties with thirty (30) days advance written notice. With notice of intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. The Parties shall attempt to settle disputes informally and acknowledge a willingness to meet to resolve any new or ongoing disputes, and to refer such disputes to higher level management as appropriate.

## PARTY REPRESENTATIVES

All Parties to this MOU will provide the name and contact information for representatives from their agency organization under this MOU should there be any changes. Changes in contacts shall be submitted to the Service within 30 days of any change in personnel. It is anticipated that representatives initially involved in this MOU should consist of the Service's California Condor Coordinator, the Field Supervisor of the Arcata Fish and Wildlife Office, Redwood National Park's Chief of Resource Management and Science, Redwood State Park's Senior Environmental Scientist, the Ventana Wildlife Society's Executive Director, and the Yurok Tribe's Senior Wildlife Biologist.

## TERMS OF AGREEMENT

The section headings contained in this MOU are used for convenience only, and shall not define or limit the scope of any provision. This MOU will be effective for a period of five (5) years from the date of final signature, unless it is terminated earlier by one of the Parties.

## GENERAL PROVISIONS

To the extent the relationship created under this MOU requires the transfer of funds, property, or services, the Parties will enter into appropriate agreements to accomplish such transfers. The MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

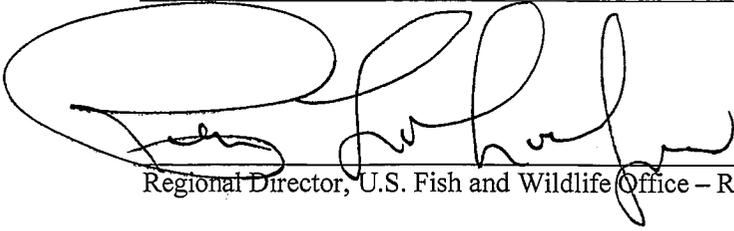
This MOU in no way relieves any Party of existing obligations under federal, state, or Tribal law or contractual agreements, nor does it shift those obligations to another Party.

This MOU and the obligations of the federal and state agencies hereunder are subject to the laws, regulations and policies governing those agencies whether now in force or hereafter enacted or promulgated.

IN WITNESS THEREOF, the Parties have caused this instrument to be executed by their respective duly authorized representatives on the day and year indicated below,

Memorandum of Understanding Between the U.S. Fish and Wildlife Service, National Park Service, California Department of Parks and Recreation, Ventana Wildlife Society, and the Yurok Tribe on California Condor Conservation

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Regional Director, U.S. Fish and Wildlife Office – Region 8

March 6, 2014  
Date

Memorandum of Understanding Between the U.S. Fish and Wildlife Service, National Park Service, California Department of Parks and Recreation, Ventana Wildlife Society, and the Yurok Tribe on California Condor Conservation

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Superintendent, Redwood National Park

3-5-2014  
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Date

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*Burko, (acting)*  
North Coast Redwoods District Superintendent,  
California Department of Parks and Recreation

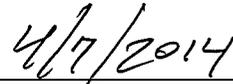
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Date

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Executive Director, Ventana Wildlife Society



Date

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Chairperson, Yurok Tribe

  
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Date