From:	Betsy Herrmann
To:	Amy Defreese
Subject:	RE: Sigurd to Red Butte MOA
Date:	Thursday, March 28, 2013 3:58:02 PM
Attachments:	CCFOMOA_SRBOffsiteMitigation_Draft_2_19_2013_USFWS UFO comments_2.docx

Here you go.

From: Amy Defreese [mailto:amy_defreese@fws.gov]
Sent: Thursday, March 28, 2013 3:30 PM
To: Betsy Herrmann
Subject: Sigurd to Red Butte MOA

Hi Betsy,
We spoke about a month ago about an MOU that BLM-Cedar City wanted us to sign regarding our participation in NEPA and Section 7 consultation for greater sage-grouse mitigation under the Sigurd to Red Butte transmission line project. I thought BLM had lost interest in it, but they didn't and still want us to sign it.

I proposed some changes to Christine Pontarolo that I thought I could live with and she agreed to them. Will you take a look and let me know what you think? I talked to Kate about the UPD Section 7 consultation and she thought that 135 days was the best we could do (as opposed to what BLM proposed for 90 days).

Best,
Amy

Amy Defreese, Ecologist
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In Reply Refer To:
DOI-BLM-UT-C010-2013-0013

February 25, 2016

MEMORANDUM OF AGREEMENT

To: U.S. Fish and Wildlife Service and Utah Division of Wildlife Resources

From: District Manager, Color Country District

Subject: Sigurd to Red Butte Greater Sage-Grouse Offsite Mitigation Habitat Improvement Project

A. Purpose and Need

This Memorandum of Agreement will allow for the establishment of an effective and cooperative interagency process regarding the development of an Environmental Assessment to implement offsite mitigation for greater sage-grouse as a result of implementing the Agency Preferred Alternative in the Sigurd-Red ButteNo. 2 345 kV Transmission Project (DOI-BLM-UT-C010-2009-0048-EIS within the Cedar City Field Office. This will ensure that all the requirements under Endangered Species Act (ESA) Section 7 Consultation, Migratory Bird Treaty Act, and Bald and Golden Eagle Protection Act, and BLM Instruction Memorandum 2012-043 Greater Sage-Grouse Interim Management Policies and Procedures are addressed. The intent is also to ensure interagency cooperation in designing off-site mitigation and monitoring activities related to greater sage-grouse.

The group will be comprised of interagency wildlife and habitat specialists from the Cedar City Field Office Bureau of Land Management (CCFO, BLM), U.S. Fish and Wildlife Service, and Utah Division of Wildlife Resources.

Other individuals and representatives may be invited to participate in meetings on a case-by-case basis to observe and share data. Participants may include: Southwest Desert Adaptive Resource Management Local Working Group.

B. Responsibilities

The core group will be responsible for providing technical input for the following:

- Assist with identification of site-specific habitat improvement projects for greater sage-grouse (NTE 850 acres of habitat improvement) within the Focus Areas.
- Assist with the identification of Desired Future Condition Statements, Habitat Goals, Monitoring Thresholds, Indicators, and Design Features.
- Assist with the identification of appropriate management tools for project implementation.
- Assist with a Monitoring Plan to monitor the effectiveness of treatments in relation to measurable habitat parameters for measuring success of habitat improvement projects.

- Maintain a vested interest in site-specific project design, implementation, and effectiveness monitoring.

C. Authority, Statutes, Regulations, and Plans

The Agreement is entered into under the relationships to statutes, regulations, and other plans including but not limited to:

- 1962 Bald and Golden Eagle Protection Act
- BLM Instruction Memorandum 2012-043 Greater sage-grouse Interim Management Policies and Procedures
- Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), as amended.
- Migratory Bird Treaty Act
- Federal Land Policy and Management Act of 1976
- Executive Order 13186: Responsibilities of Federal Agencies to Protect Migratory Birds
- Executive Order 13443, Facilitation of Hunting Heritage and Wildlife Conservation
- BLM Manual 6840- Special Status Species Management
- Utah Prairie Dog Habitat Conservation Plan
- Utah Comprehensive Wildlife Conservation Strategy (CWCS)
- Utah Partners in Flight Avian Conservation Strategy Version 2.0.
- Birds of Conservation Concern 2002
- IM 2008-050, Migratory Bird Treaty Act - Interim Management Guidance
- Best Management Practices for Raptors and Their Associated Habitats in Utah (IM: 2006-096)

D. Operations

The CCFO, BLM agrees to:

1. Appoint Christine Pontarolo, Wildlife Biologist, as the primary contact for the project within the Cedar City Field Office. If there are any unforeseeable changes in personnel, workloads, etc, a new contact person(s) including names and phone numbers will be immediately provided to the group to ensure continued coordination.

2. BLM will prepare the Environmental Assessment, Finding of No Significant Impact Statement, Decision Record, and Section 7 Consultation documents and will provide these documents to the respective agencies for review.

3. Coordinate an initial kick-off meeting with appropriate BLM ID Team members and representatives from UDWR and USFWS. The goal of these preliminary meetings will be issue identification, discussions pertaining to existing knowledge of greater sage-grouse and associated habitats within the proposed project area, outline of project schedule, and a draft of the Proposed Action.

4. Distribute draft NEPA documents and section 7 biological assessment consultations for review.

5. The BLM will maintain the Administrative Record and provide public notification through BLM's NEPA process.

6. Inform the group of field tours, internal meetings/conference calls to ensure proper attendance.

Comment [FWS1]: Will there be more than 1 consultation? Also a consultation is the process, not the document.

7. Plan, organize, and hold meetings, conference calls, field tours, etc. as needed to ensure that issues and problems are being addressed as efficiently as possible to maintain project schedules.

8. Upon completion of the NEPA for site-specific project implementation maintain coordination with respective agencies for project design, implementation, and treatment monitoring.

The Division of Wildlife Resources agrees to:

1. Appoint _____, as the primary contact for the project. If there are any changes in personnel, new contact person names and phone numbers will be provided to the BLM within a time frame that allows for continuity.

2. Coordinate internally within the Utah Division of Wildlife Resources to ensure proper coordination with other wildlife and habitat specialists to ensure efficiency among the group in addressing all concerns within the agency.

3. Participate in field tours, meetings, conference calls, etc to ensure agency representation throughout the NEPA process.

4. Assist with the development and/or provide adequate review of Desired Future Condition Statements, Habitat Goals, Monitoring Thresholds, Indicators, and Design Features for timely incorporation into the NEPA Analysis.

5. Provide review of a Monitoring Plan to monitor the effectiveness of treatments in relation to measurable habitat parameters for measuring success of habitat improvement projects.

6. Provide expert review to the Draft NEPA document(s) including coordination per BLM IM No. 2012-043 (Greater Sage-grouse Interim Management Policies and Procedures) within the timeframe provided on the project schedule.

7. Upon completion of the NEPA for site-specific project implementation maintain agency representation for coordination on project design, implementation, and treatment monitoring.

This MOA concerns early and ongoing consultation for conducting the consultation process, in compliance with Section 7 of the Endangered Species Act of 1973, as amended ((16 U.S.C. 1531 et seq.) (ESA). This early and ongoing coordination encourages the consultation participants to proactively collaborate in planning and developing solutions to help facilitate and expedite the consultation process.

Comment [FWS2]: ? why is this section here?

For Section 7 Consultation, the U.S. Fish and Wildlife Service agrees to:

1. Appoint _____, as the primary contact for the project. If there are any changes in personnel, new contact person names and phone numbers will be provided to the BLM within a time frame that allows for continuity.

2. Provide technical and scientific expertise relative to the ~~to ensure coordination within the respective agency for ESA listed species for~~ Section 7 ~~Consultation~~ consultation~~(informal or formal)~~.

Comment [FWS3]: I'm not sure what this means. Does this get at the intent?

3. Provide reviews of draft consultation documents (Biological Assessment, MEMO, etc.) in accordance with Attachment A, which contains the proposed schedule for the review and completion of the consultation process, including dates when comments are due for each document within the process.

4. Formal consultation would commence only when a complete written request, in accordance with 50 CFR §402.14(c), is received by USFWS.

In addition to the Section 7 consultation Process, the USFWS elects to fully participate in coordination on greater sage-grouse as follows:

1. Appoint _____, as the primary contact for the project. If there are any changes in personnel, new contact person names and phone numbers will be provided to the BLM within a time frame that allows for continuity.

2. Actively participates in ~~all~~ field tours, meetings, conference calls, etc. to ensure agency representation and coordination throughout the NEPA process.

3. Assist BLM and UDWR with the development of Desired Future Condition Statements, Habitat Goals, Monitoring Thresholds, Indicators, and Design Features for timely incorporation into the NEPA Analysis.

4. Provide review of a Monitoring Plan to monitor the effectiveness of treatments in relation to measurable habitat parameters for measuring success of habitat improvement projects.

5. Provide expert review to the Draft NEPA document(s) ~~including consultations~~ within the timeframe provided on the project schedule.

6. Upon completion of the NEPA for site-specific project implementation maintain agency representation for coordination on project design, implementation, and treatment monitoring.

The BLM, UDWR, and USFWS mutually agree to:

1. Provide early notification if any problems arise that would affect the NEPA Analysis and timeframes established for implementation of site-specific habitat improvement projects.

2. Coordinate effectively throughout the NEPA process, project implementation, and effectiveness monitoring.

3. Only amend the agreement by consensus of all three parties.

4. Participating agencies can withdraw from the agreement with 60 days written notification.

5. Acknowledge that the purpose of this agreement is to facilitate analysis and implementation of compensatory mitigation projects ~~the site-specific projects set forth in the Sigurd-Red Butte Transmission Line Project Offsite Mitigation Plan~~ to Offset the Impacts to Greater Sage-grouse, and ensure efficient and effective participation of the Cedar City Field Office, U.S. Fish and Wildlife Service, and Utah Division of Wildlife Resources. The agreement is not intended to and does not create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the United

Comment [asd4]: I don't see that Attachment A parses out the individual components of the consultation timeframe, which is fine. Just wanted to make sure I am not missing something. I don't think we can commit to anything less than 135 days if it ends up being a formal consultation, but we will certainly strive to streamline it. Are the sites occupied by UPD? Any other species subject to the consult?

Comment [FWS5]: Yes, we cannot commit to "all" tours, meetings, calls, etc.

Comment [asd6]: We may be able to come to some of these, but definitely not all given our travel budget limitations. Could we delete the word "all"?

Comment [FWS7]: I think this is already addressed in # 2 and 3 in the "consultation" section above.

Comment [FWS8]: This is a little confusing – is the NEPA a site-specific NEPA or a broader multi-project NEPA? If the latter, suggest something like "Upon completion of the EA, will continue to coordinate as feasible and appropriate on site-specific project design, implementation, and treatment monitoring."

Comment [FWS9]: What does this mean?

Comment [asd10]: Maybe this should be rephrased to acknowledge that the Mitigation Plan only included one mitigation project/site.

States, its agencies or instrumentalities, its officers or employees, or any other person. Nothing in this Agreement shall be construed as obligating any party to the expenditure of funds, or for the future payment of money, in excess of appropriations authorized by law.

E. Term

This Agreement shall take effect upon the date of the last signature. It shall remain in effect for 5 years, or until the habitat improvement projects are determined to be successful; therefore meeting all obligations outlined in Rocky Mountain Power's Sigurd-Red Butte Transmission Line Project Offsite Mitigation Plan to Offset the Impacts to Greater Sage-grouse.

G. Approved

_____	_____
Todd S. Christensen Bureau of Land Management	Date
_____	_____
Bruce Bonebrake Utah Division of Wildlife Resources	Date
_____	_____
Larry Crist U.S. Fish and Wildlife Service	Date