

**City of Carson City
Agenda Report**

Date Submitted: August 7, 2012

Agenda Date Requested: August 18, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department - Open Space Division

Subject Title: For possible action to authorize the City Manager to execute documents designating Carson City as a cooperating agency providing participation in the Great Basin Nevada and Northeast California Sub-Regional Sage Grouse Effort which includes the development of an environmental impact statement and programmatic land use plan amendments. (Juan Guzman)

Staff Summary: This action is to authorize staff to join other agencies in assisting the BLM with the preparation of a Greater Sage Grouse National Planning Strategy, Great Basin Region Nevada - Northeast California Sub-Region and the development of the Resource Management Plan Amendment and Related Environmental Impact Statement as a cooperating agency. Carson City's responsibilities include the review of draft documents. The costs are to be covered through the standard staff duty functions.

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to authorize the City Manager to execute documents designating Carson City as a cooperating agency providing participation in the Great Basin Nevada and Northeast California Sub-Regional Sage Grouse Effort which includes the development of an environmental impact statement and programmatic land use plan amendments.

Explanation for Recommended Board Action: Staff is of the opinion that Carson City will be able to exercise more effective participation in this BLM lead effort by joining as a cooperative agency. Carson City's responsibilities are enumerated in the attached memorandum. The City Manager or his designee will become the point of contact. The City Manager intends to assign Gail Yanuck and Juan F. Guzman to this effort, which is expected to last approximately 30 months.

Applicable Statue, Code, Policy, Rule or Regulation: National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)

Fiscal Impact: To be absorbed as part of staff routine operations and activities.

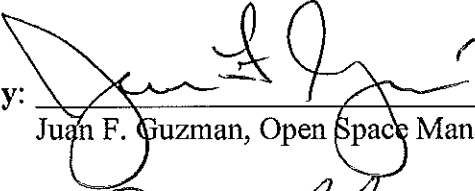
Explanation of Impact: The participating agencies are responsible for standard operation costs such as their staff time, reproduction of documents, transportation to meetings, and similar expenditures.

Funding Source: Open Space Division accounts

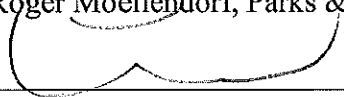
Alternatives: Not to approve Carson City becoming a cooperating agency.

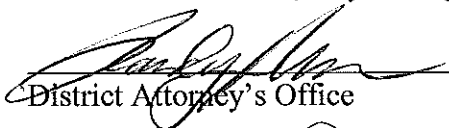
Supporting Material:

- Letter from Marci L Todd, Director, BLM
- Draft Memorandum of Understanding
- Timeline

Prepared By:  Date: 8/3/12
Juan F. Guzman, Open Space Manager

Reviewed By:  Date: 8/7/12
Roger Moellendorf, Parks & Recreation Director

 Date: 8/2/12
Lawrence A. Werner, City Manager

 Date: 8/7/12
District Attorney's Office

 Date: 8/7/12
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
1340 Financial Boulevard
Reno, Nevada 89502-7147
<http://www.blm.gov/nv>

JUL 11 2012



7/19/12

JOAN —
For your
processing.
LA

In Reply Refer To:
1610 (NV930)

Mayor Robert Crowell
City of Carson City
201 N. Carson Street
Carson City, NV 89701

RECEIVED

JUL 16 2012

CARSON CITY
EXECUTIVE OFFICES

*To Larry -
I think this is
OK.
No
what do you think?*

Dear Mayor Robert Crowell:

On December 1, 2011, the Bureau of Land Management (BLM) invited local, state and tribal governments to become Cooperating Agencies (CA) providing participation in the Great Basin Nevada and Northeast California Sub-Regional Sage-Grouse effort, which includes the development of an Environmental Impact Statement and Programmatic Land Use Plan Amendments.

To date, twelve counties, seven tribes and four state agencies have accepted our request to become a Cooperating Agency. Your request to be considered a CA has been accepted, subject to signing a Memorandum of Understanding (MOU) with the BLM.

Enclosed is a draft MOU between the BLM and your agency for review and approval. The MOU was sent to the contact identified in our communications, and should be approved by your authorizing officer or board. If the approving contact for this project has been changed, please indicate so in your response. If you prefer an electronic copy of the MOU for review, please make your request to the contact listed below.

Should you have any questions relating to the project, CA status or the MOU, please contact Clint Wertz, Community Liaison, at 775-861-6613 or via email at cewertz@blm.gov.

We appreciate your interest in contributing to this planning effort and the unique expertise your agency/organization will provide in the conservation of the Greater Sage Grouse.

Sincerely,

Marci L. Todd
Associate State Director

Enclosure

MEMORANDUM OF UNDERSTANDING

BETWEEN

(COUNTY NAME)

BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

BY AND THROUGH THE NEVADA STATE DIRECTOR- AMY LUEDERS

REGARDING

DEVELOPMENT OF THE RESOURCE MANAGEMENT PLAN AMENDMENTS AND

ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPOSED

**GREATER SAGE-GROUSE NATIONAL PLANNING
STRATEGY, GREAT BASIN REGION
NEVADA-NORTHEAST CALIFORNIA SUBREGION**

**Memorandum of Understanding
Between (COUNTY NAME) and the Bureau of Land Management, Nevada State Office**

Parties to and Purpose for this Document: This Memorandum of Understanding (MOU) is entered into between (NAME) County and the United States Department of the Interior (DOI), Bureau of Land Management (BLM) by and through the Nevada State Director (BLM), for the purpose of cooperating in conducting an environmental analysis and preparing the draft and final programmatic Environmental Impact Statement (EIS) for amendment of land use plans in Nevada and Northeastern California to incorporate conservation measures for the Greater Sage-grouse.

The BLM is the lead agency assigned to complete the programmatic EISs, and the US Forest Service (FS) has joined the BLM as a Cooperating Agency to include FS lands into the programmatic EIS and amendment process. The FS will be amending their Land and Resource Management Plans (LMPs) under the same EISs that BLM will be amending their Resource Management Plans (RMPs) or Management Framework Plans (MFPs), herein collectively referred as Land Use Plans (LUPs).

The Great Basin Nevada - Northeast California Sub-Regional Effort, for which you were invited to participate as a Cooperating Agency, will produce one state-wide programmatic EIS that will amend up to eight (8) BLM, and two (2) FS LUPs.

- 1. Cooperating Agency:** This MOU establishes (NAME) County as a Cooperating Agency in the environmental impact analysis and documentation process and establishes procedures through which the County will participate with the BLM (and/or the FS) to help develop the Great Basin Nevada California Sub-region EIS. The County has been identified as a Cooperating Agency because it has special expertise concerning management information within the (NAME) County Plan or related plans as well as with the social and economic baseline information within the County that may be considered in the environmental impact statement relating to the Greater Sage-grouse habitat conservation strategy (40 CFR 1508.5). This MOU applies specifically to the Great Basin Nevada Northeast California Sub-region.
- 2. Authorities:** This MOU has been prepared under the authority of the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., and federal regulations codified at 40 Code of Federal Regulations (CFR) Part 1500-1508, and 43 CFR Part 46; the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1701 et seq., and BLM's planning regulations (in particular 43 CFR 1601.0-5, 1610.3-1, and 1610.4).
- 3. Background:** In March 2010, the FWS published its listing decision for the Greater Sage-grouse indicating that listing was "Warranted but Precluded" due to higher listing priorities under the ESA. The inadequacy of regulatory mechanisms to conserve the Greater Sage-grouse and its habitat was identified as a significant threat in the FWS finding on the petition to list the Greater Sage-grouse as a threatened or endangered species. In view of the identified threats to the Greater Sage-grouse, and the FWS timeline for making a listing decision on this species, the BLM and the FS propose to incorporate consistent conservation measures for the protection of Greater Sage-grouse and its habitat into relevant BLM and FS

LUPs by September 2014 in order to establish adequate regulatory mechanisms to conserve Greater Sage-grouse and its habitat. These measures would be considered by FWS as it makes its final determination on whether to list the Greater Sage-grouse under Section 4 of the Endangered Species Act (ESA). Therefore, these EISs will be prepared under expedited timeframes.

4. Land Use Planning Parameters: The BLM and the FS will consider and analyze proposed conservation measures through the plan amendment processes of the respective agencies as follows:

- a. BLM Nevada, as lead agency will prepare an EIS to analyze proposed amendments to the agency's land use plans that are not currently undergoing amendment or revision.
- b. For plans already undergoing amendment or revision, the BLM will amend the current approved land use plan for the revision that is in progress and integrate conservation measures developed through the plan amendment process into the ongoing revision.
- c. The programmatic EIS will consider conservation measures only for the Greater Sage-grouse and its habitat.
- d. The Nevada-Northeast California sub-regional programmatic EIS will consider the habitat of Greater Sage-grouse on both federal and non-federal lands in its analysis.
- e. Implementation of any decisions that amend agency LUPs would apply only to federal land and mineral estate administered by the BLM and FS.
- f. The California-Nevada "Bi-State" sage-grouse population is not included in this planning effort and is being considered in a separate planning process.

5. Term of MOU: This MOU will commence upon the date of the last signature made by the duly authorized representatives of the parties to this MOU, and will remain in full force and effect until terminated, as described in Section 9i below.

6. Responsibilities of (NAME) County: In agreement with the time frames identified in Attachment A for this planning effort, (NAME) County will participate in the environmental analysis and documentation process where appropriate given the County's special expertise such as local demographic, fiscal or economic data, land development trends, use of public lands and resources for the local economy and consistency with the (NAME) County Policy Plan for Public Lands. The schedule and preliminary timeframe for the respective stages of EIS development is included in Attachment A.

(NAME) County will have the opportunity to provide review and input on draft documents prepared during the EIS process prior to public release of those materials. The IDT leader may, at any time during the effective term of this MOU, request records and/or information by contacting the (NAME) County point of contact identified in Section 9k below.

7. Responsibilities of the BLM: In accordance with 40 CFR 1501.5, the BLM is the lead agency. The point of contact for the preparation of this EIS is as designated in Section 9k of this MOU. The BLM will keep the (NAME) County representative apprised of current events and timeframes in relation to this EIS. The BLM will consider and may use (NAME) County input and proposals to the maximum extent possible and consistent with responsibilities as lead agency as described in 40 CFR 1501.5. BLM may incorporate information provided by (NAME) County into the draft and final EIS, as appropriate and deemed relevant to the planning process. The BLM and FS are solely responsible for any decisions made for the planning effort. Any BLM decisions made associated with the EIS apply only to BLM-administered lands and federal mineral estate. Any FS decisions made associated with the EIS would apply only to FS land, upon adoption of the EIS under 40 CFR 1506.3.

8. Mutual Responsibilities of the Parties: (NAME) County and the BLM agree to cooperate by informing each other as far in advance as possible, of any related actions, issues or procedural problems that may affect the environmental analysis and documentation process or that may affect either party. The parties agree to cooperate in the development and review of any operating guidelines or agreements between (NAME) County or BLM and other agencies involved in the EIS that may affect the environmental analyses and writing of the EIS.

Responsible parties identified in Section 9k of this MOU serve as the MOU primary points of contact. The purpose of these points of contact is to ensure that timely and coordinated communication and exchange of information between the parties to the MOU occurs throughout the planning process.

9. Payment: No payment will be made to either party by the other as a result of this MOU. Each party is responsible for the costs of their participation. During the term of this MOU, should it become necessary for one party to purchase from or make payment or reimbursement to the other party, such arrangements will be covered in a separate cooperative agreement.

10. General Provisions:

a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU, that are mutually agreed upon by and between the parties to this MOU, will be incorporated by written instrument, executed and signed by both parties to this MOU, and are effective in accordance with the authorities defined herein.

b. Applicable Law. The construction, interpretation and enforcement of this MOU will be governed by the applicable laws of the United States.

c. Entirety of Agreement. This MOU, consisting of eight (8) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements concerning the parties' environmental documents, whether

written or oral.

d. Severability. Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and either party may renegotiate the terms affected by the severance.

e. Sovereign Immunity. (NAME) County and the BLM do not waive their sovereign immunity by entering into this MOU, and 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.

f. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties and obligations contained in this MOU will operate only between the parties to this MOU, and will benefit only the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU will have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

g. Exchange of Information/Confidentiality. All records or information requested of either party by the other will be reviewed by the releasing party prior to release. To the extent permissible under law, any recipient of proprietary and/or pre-decisional information agrees not to disclose, transmit, or otherwise divulge this information without prior approval from the releasing party. Any breach of this provision may result in termination of this MOU. The BLM and (NAME) County recognize that applicable public records laws will require release of non-exempt documents.

h. Administrative Considerations. Pursuant to 204(b) of the Unfunded Mandates Reform Act of 1995, responsible Federal Agency officials may meet or enter into project level MOUs with officials of State, Tribal and local Governments or their designees. During such meetings and development, implementation and monitoring of such MOUs, views, information and advice are exchanged, or input relative to the implementation of Federal programs is obtained. Such meetings and MOUs will further the administration of intergovernmental coordination.

The meetings or MOUs referred to include, but are not limited to, meetings called for the purpose of exchanging views, information, advice or recommendations, or for facilitating any other interaction relating to intergovernmental responsibilities or administration.

Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of (NAME) County or the BLM, or as binding either (NAME) County or the BLM to perform beyond the respective authority of each, or to require either to assume or expend any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations, as determined practical by (NAME) County and the BLM for their respective responsibilities. This MOU is neither a

fiscal nor a funds obligation document.

Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to BLM for planning and management of land and resource uses for any non-Federal lands or resources in the planning area. Similarly, nothing in this MOU will be construed to extend jurisdiction or decision-making authority to (NAME) County for planning and management of land or resource uses on the Federal lands or mineral estates administered by the BLM. Both (NAME) County and BLM will work together cooperatively and will communicate about issues of mutual concern.

i. Termination: Either party may terminate this MOU after 30 days written notice to the other party of their intention to do so. During this period, the parties will enter negotiations to resolve any disagreement(s). If the disagreement(s), if any, have not been resolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the termination notice may request that termination be postponed for an additional 30-day period or longer while the negotiations continue.

j. Dispute Resolution: In the event of any disagreement between the parties regarding their obligations under this MOU that cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the BLM State Director to timely resolve said issue. The decision of the BLM State Director will be the final decision for purposes of resolving the issue.

k. Contacts: The primary point(s) of contact for carrying out the provisions of this MOU are:

COOPERATOR

NAME

TITLE

ADDRESS

BLM

Amy Lueders, State Director
Bureau of Land Management
Nevada State Office
1340 Financial Blvd.
Reno, NV 89502

- 11. Signature:** The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

The effective date of this MOU is the latest signature date affixed to this page. This MOU may be executed in multiple originals or counterparts. A complete original of this MOU shall be maintained in the records of each of the parties.

(NAME) COUNTY by and through:

NAME

TITLE

Date

U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, by and through:

Amy Lueders,
Nevada State Director

Date

Attachment A

Current EIS and Planning schedule, as of MOU signature:

RMP/EIS Stage	Proposed Completion Date
Conduct scoping and identify issues	March 21, 2012
Formulate alternatives	July 30, 2012
Estimate effects of alternatives	September 30, 2012
Select the preferred alternative; issue Draft RMP/EIS	March 31, 2013
Respond to comments	July 31, 2013
Issue Proposed RMP/FEIS	November 30, 2013
Governor's Consistency Review	January 31, 2014
Resolve protests; modify Proposed RMP/FEIS if needed;	May 30, 2014
Sign ROD	September 30, 2014 (latest date acceptable)