



## County of Lassen

### Department of Planning and Building Services

• Planning

• Building Permits

• Code Enforcement

• Surveyor

• Surface Mining

April 2, 2018

Maurice L. Anderson, *Director*

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Susanville, CA 96130-3912

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TO: Board of Supervisors  
Agenda Date: April 10, 2018

FROM: Maurice L. Anderson, Director

Zoning & Building

Inspection Requests

Phone: 530 257-5263

SUBJECT: Consider a Memorandum of Understanding (MOU) invoking cooperating agency status between Lassen County and the Bureau of Land Management in conducting an environmental analysis and preparing the draft and final Environmental Impact Statement (EIS) for a potential amendment to the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment, which was completed in 2015.

#### ACTION REQUESTED:

1. Receive report; and
2. Enter into a MOU with the Bureau of land Management.

#### SUMMARY

Lassen County has been invited by the Bureau of Land Management (BLM) to be a cooperating agency for the development of a draft and final Environmental Impact Statement (EIS) for a potential amendment to the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment, which was completed in 2015. Lassen County was a cooperating agency for the development of said Plan Amendment in 2015. That said, cooperating agency status has to be entered into for each planning effort conducted by the BLM. The MOU being proposed by the BLM for this effort is attached.

The MOU provides the following background information regarding the reasons the BLM is conducting this planning effort:

“In September 2015, the US DOI and the US Department of Agriculture adopted amendments and revisions to 98 BLM and US Forest Service (FS) land use plans (LUPs) across eleven western states. These LUPs addressed, in part, the Greater Sage-Grouse and its habitat. These plans govern the management of 67 million acres of Greater Sage-Grouse habitat on federal lands. FS and BLM administered lands account for more than half of the remaining Greater Sage-Grouse habitat.

In September 2015, the US Fish and Wildlife Service (USFWS) determined that the Greater Sage-Grouse did not warrant listing under the Endangered Species Act of 1973. It based its decision on the conservation commitments and progress reflected in the federal LUP amendments (LUPAs) and revisions, as well as on other private, state, and federal conservation efforts.

On March 31, 2017, the US District Court for the District of Nevada held that the BLM violated the NEPA of 1969, as amended, by failing to prepare a supplemental EIS for the designation of

Sagebrush Focal Areas in the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment, which was completed in September 2015.

In June 2017, the Secretary of the Interior issued Secretarial Order 3353, Greater Sage-Grouse Conservation and Cooperation with Western States. The purposes of the order are as follows:

- Enhance cooperation between the DOI and the 11 western states in managing and conserving the Greater Sage-Grouse and its habitat;
- Support a partnership with clearly defined objectives and roles for federal and state entities responsible for Greater Sage-Grouse management and conservation, in order to sustain healthy species populations;
- Establish a team to review the federal land management agencies' Greater Sage-Grouse plan amendments and revisions completed on or before September 2015.

The review team submitted a Report in Response to Secretarial Order 3353 to the Secretary of the Interior on August 4, 2017. The Secretary directed the BLM, in coordination with other DOI offices, to begin immediately implementing the short- and long-term recommendations in the report. The Secretary also directed the agency to continue collaborating with the states and stakeholders to improve compatibility between the 2015 federal Greater Sage-Grouse plans and other plans and programs at the state level.

Based on the Nevada District Court ruling and direction from Secretarial Order 3353, the BLM is considering the possibility of amending the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment.”

Through this proposed MOU, Lassen County will be able to review and provide input on draft documents prepared during this planning process before said material is released to the public. The BLM will keep the County informed about the planning process and current timeframes. Attachment A of the proposed MOU provides the current schedule for this planning effort. A scoping report has been prepared and is available at the following URL: <https://goo.gl/2D5WTw>

The attached information from David Lile of the UC Cooperative Extension provides further background information and introduces comments generated by the Buffalo – Skedaddle Sage-Grouse Working Group regarding potential amendments.

MLA:gfn  
Attachment



**RECEIVED**

**MAR 30 2018**

*Lassen County Department of  
Planning and Building Services*

707 Nevada Street  
Susanville, CA 96130  
(530) 251-2601 office  
<http://celassen.ucdavis.edu>

March 30 2018

## **BLM Notice of Intent to Amend Sage Grouse Management Plans**

Background as it pertains to Lassen County...

Against a back-drop of potential listing of sage-grouse under the Endangered Species Act, and potential state and federal agency actions, there have been local focused sage-grouse conservation efforts via the **Buffalo-Skedaddle Sage-Grouse Working Group (BSSGWG)** since 2001. The objective has been to develop science based, locally appropriate conservation actions that are also compatible with economically important land uses particularly grazing and agriculture. An initial conservation strategy was finalized in 2006 with multiple signatories including Lassen County Board of Supervisors.

After the Rush Fire (300,000+ acres in 2012) and with continuing concerns about potential ESA listing the BSSGWG began updating the 2006 conservation strategy, with a particular focus on post-fire rangeland restoration.

In 2015, due to continued range-wide decline of sage grouse populations, the BLM developed the *Nevada and Northeastern California Greater Sage-Grouse Approved Management Plan Amendment*. The intent was to update, amend and standardize sage grouse management priorities across BLM land throughout Nevada and into northeastern California. Lassen County and local stakeholder groups provided input into this EIS. To summarize the past 17 years, there have been locally led and driven conservation process and federally driven planning amendments that have been on generally parallel tracks but with no formal nexus. On BLM lands locally driven projects developed by BSSGWG have to fit under the broader scope umbrella of BLM policy. While we are fortunate to have a capable, proactive and collaborative staff at the Eagle Lake Field Office at times these higher level BLM policies can be constraining.

That brings us to the current BLM Notice of Intent where BLM will now consider amending the 2015 plans to better incorporate state/local sage-grouse information and planning processes (in our case this is primarily BSSGWG). A summary of potential requested changes to BLM's plan amendment that have been locally identified are as follows:

- Provide for a process whereby habitat designations and habitat designation maps can be more flexible and changes can be made as rangeland plant communities change overtime or in response to wildfire.
- Minimize restrictions on vegetation management projects (such as juniper control) during the spring months to allow more acres of rangeland to be treated and improved. Springtime (prior to fire season, but after ground is dry and accessible) can be a very productive work window. Because this is also sage-grouse mating season, such work is restricted to avoid disturbance of grouse on leks. However we feel that by selecting the right project areas and avoiding early morning hours (when grouse are strutting) as common sense compromise can be achieved.

- Allow greater flexibility for local BLM offices to work collaboratively with grazing permittees to adjust season of grazing use to better fit resource conditions and ranch production cycles.
- Provide an opportunity for locally adapted non-native plant species to be used in rangeland seedings on sites where rangeland condition is dominated by invasive annual grasses such as cheatgrass and medusahead. Such non-native seedings can be particularly useful in the establishment of vegetative green-strips to help manage the scope and size of wildfires.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**LASSEN COUNTY**

**AND**

**THE UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**

*BY AND THROUGH THE BLM NEVADA AND CALIFORNIA STATE DIRECTORS*

**REGARDING**

**DEVELOPMENT OF THE RESOURCE MANAGEMENT PLAN AMENDMENT AND**

**ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPOSED**

**NEVADA AND NORTHEASTERN CALIFORNIA GREATER SAGE-GROUSE RESOURCE  
MANAGEMENT PLAN AMENDMENT**



**Memorandum of Understanding  
Between Lassen County and the Bureau of Land Management, Nevada and California State  
Offices**

**Parties to and Purpose for this Document:** This Memorandum of Understanding (MOU) is entered into between Lassen County and the United States Department of the Interior (DOI), Bureau of Land Management (BLM) by and through the Nevada and California State Directors (BLM), for the purpose of cooperating in conducting an environmental analysis and preparing the draft and final Environmental Impact Statement (EIS) for a potential amendment to the existing Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment, which was completed in September 2015.

1. **Cooperating Agency:** This MOU establishes Lassen County as a Cooperating Agency in the environmental impact analysis and documentation process and establishes procedures through which Lassen County will participate with the BLM to help develop the Nevada and Northeastern California Greater Sage-Grouse Land Use Plan Amendment and EIS. Lassen County has been identified as a Cooperating Agency because it has special expertise concerning management information within Lassen County as well as with the social and economic baseline information within the County that may be used in the environmental impact statement relating to the Greater Sage-Grouse habitat conservation strategy (40 CFR 1508.5).
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 September 2015, the US DOI and the US Department of Agriculture adopted amendments and revisions to 98 BLM and US Forest Service (FS) land use plans (LUPs) across eleven western states. These LUPs addressed, in part, the Greater Sage-Grouse and its habitat. These plans govern the management of 67 million acres of Greater Sage-Grouse habitat on federal lands. FS and BLM administered lands account for more than half of the remaining Greater Sage-Grouse habitat.

In September 2015, the US Fish and Wildlife Service (USFWS) determined that the Greater Sage-Grouse did not warrant listing under the Endangered Species Act of 1973. It based its decision on the conservation commitments and progress reflected in the federal LUP amendments (LUPAs) and revisions, as well as on other private, state, and federal conservation efforts.

On March 31, 2017, the US District Court for the District of Nevada held that the BLM violated the NEPA of 1969, as amended, by failing to prepare a supplemental EIS for the designation of Sagebrush Focal Areas in the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment, which was completed in September 2015.

In June 2017, the Secretary of the Interior issued Secretarial Order 3353, Greater Sage-Grouse Conservation and Cooperation with Western States. The purposes of the order are as follows:

- Enhance cooperation between the DOI and the 11 western states in managing and conserving the Greater Sage-Grouse and its habitat;
- Support a partnership with clearly defined objectives and roles for federal and state entities responsible for Greater Sage-Grouse management and conservation, in order to sustain healthy species populations;
- Establish a team to review the federal land management agencies' Greater Sage-Grouse plan amendments and revisions completed on or before September 2015.

The review team submitted a Report in Response to Secretarial Order 3353 to the Secretary of the Interior on August 4, 2017. The Secretary directed the BLM, in coordination with other DOI offices, to begin immediately implementing the short- and long-term recommendations in the report. The Secretary also directed the agency to continue collaborating with the states and stakeholders to improve compatibility between the 2015 federal Greater Sage-Grouse plans and other plans and programs at the state level.

Based on the Nevada District Court ruling and direction from Secretarial Order 3353, the BLM is considering the possibility of amending the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment.

4. **Land Use Planning Parameters:** The BLM will consider land use plan management actions/decisions through the land use planning processes of the respective agencies as follows:
  - a. BLM Nevada, as lead agency will prepare an EIS to analyze a proposed amendment to the agency's existing Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment.
  - b. For plans already undergoing amendment or revision, the BLM will amend the current approved land use plan for the revision that are in progress and integrate conservation measures developed through the plan amendment process into the ongoing revision.
  - c. The EIS will consider amending conservation measures only for the Greater Sage-Grouse and its habitat.
  - d. The Nevada and Northeastern California 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 the existing Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment would apply only to federal land and mineral estate administered by the BLM.
  - f. The California-Nevada "Bi-State" sage-grouse population is not included in this planning effort.
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 item 9i below.
6. **Responsibilities of Lassen County:** In agreement with the time frames identified in Attachment



A for this planning effort, Lassen County will participate in the environmental analysis and documentation process where appropriate given the County's special expertise. The schedule and preliminary timeframe for the respective stages of the EIS development is included in Attachment A.

Lassen 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 interdisciplinary team leader may, at any time during the effective term of this MOU, request records and/or information by contacting the Lassen County point of contact identified in Section 10k 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 10k of this MOU. The BLM will keep the Lassen County representative apprised of current events and timeframes in relation to this EIS. The BLM will consider and may use Lassen 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 Lassen County into the draft and final EIS, as appropriate and deemed relevant to the planning process. The BLM is 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.

8. **Mutual Responsibilities of the Parties:** Lassen 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 Lassen 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 10k 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 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.** Lassen 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 Lassen 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 Lassen County or the BLM, or as binding either Lassen 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 Lassen 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 Lassen County for planning and management of land or resource uses on the Federal lands or mineral estates administered by the BLM. Both Lassen County and BLM will work together cooperatively and will communicate about issues of mutual concern.

i. **Termination:** Either party may terminate this MOU upon 30 days written notice to the other party of their intention to do so. During the 30-day period, the parties will conduct negotiations to resolve any disagreement(s). If the disagreement(s), if any, have not been resolved and the party initiating the termination has not rescinded its termination in writing 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 in writing that termination be postponed for an additional 30-day period or longer while the negotiations continue; upon such request, the termination shall be postponed for the specified period.

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 points of contact for carrying out the provisions of this MOU are:

**COOPERATOR**

Gaylon F. Norwood  
Assistant Director of Lassen County  
Planning and Building Services  
707 Nevada Street, Suite 5  
Susanville, CA 96130

**BLM**

John F. Ruhs, State Director  
Nevada State Office  
Bureau of Land Management  
1340 Financial Blvd.  
Reno, NV 89502

Jerome E. Perez, State Director  
California State Office  
Bureau of Land Management  
2800 Cottage Way # W1623,  
Sacramento, CA 95825

**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.

Lassen County by and through:

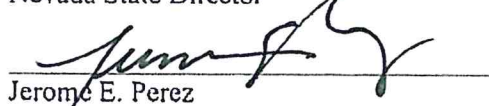
\_\_\_\_\_  
Chris Gallagher  
Chairman

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
John F. Ruhs  
Nevada State Director

27 March 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerome E. Perez  
California State Director

March 28, 2018.  
\_\_\_\_\_  
Date



## Attachment A

### Current EIS and Planning schedule, as of MOU signature:

<b>RMP/EIS Stage</b>	<b>Proposed Completion Date</b>
Conduct scoping and identify issues	February 2018
Formulate alternatives	March 2018
Estimate effects of alternatives	April 2018
Issue Draft RMPA/EIS	May 2018
Draft Public Comment Period (90 days)	May – July 2018
Respond to comments and developed Proposed RMPA/FEIS	July – August 2018
Issue Proposed RMPA/FEIS	October 2018
Governor's Consistency Review (60 days) and Public Protest Period (30 days)	October – November 2018
Resolve protests; modify Proposed RMP/FEIS if needed	November 2018
Sign ROD	December 2018