MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. FISH AND WILDLIFE SERVICE
NATIONAL PARK SERVICE
BUREAU OF LAND MANAGEMENT
YUROK TRIBE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
OREGON DEPARTMENT OF FISH AND WILDLIFE
OREGON ZOO
SEQUOIA PARK ZOO
VENTANA WILDLIFE SOCIETY
OAKLAND ZOO
PACIFIC GAS AND ELECTRIC COMPANY
PACIFIC POWER COMPANY
GREEN DIAMOND RESOURCE COMPANY
HELLS CANYON PRESERVATION COUNCIL
ON
CALIFORNIA CONDOR CONSERVATION

This Memorandum of Understanding is entered into this 14th day of June, 2016, by and among the U.S Fish and Wildlife Service ("USFWS"), a bureau of the United States Department of the Interior ("DOI"), acting through the Regional Director of Region 8 of the USFWS; the National Park Service ("NPS"), a bureau of the DOI, acting through the Superintendent of Redwood National Park; Bureau of Land Management ("BLM"), a bureau of the DOI, acting through the California State Director; the Yurok Tribe, acting through the Chairperson; California Department of Fish and Wildlife ("CDFW"), acting through the Director; California Department of Parks and Recreation ("CDPR"), acting through the North Coast Redwood District Superintendent; Oregon Department of Fish and Wildlife ("ODFW"), acting through the Director; Oregon Zoo, acting through the Director; the Sequoia Park Zoo, acting through the Zoo Manager and the Eureka City Manager; the Ventana Wildlife Society ("VWS"), acting through the Executive Director; the Oakland Zoo, acting through the President and CEO; Pacific Gas and Electric Company ("PG&E"), acting through the Director of Environmental Policy; PacifiCorp d.b.a. Pacific Power ("Pacific Power"), acting through the T&D Operations Vice President; Green Diamond Resource Company ("Green Diamond"), acting through the Senior Vice President for California Operations; and Hells Canyon Preservation Council, acting through the Executive Director (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 ("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, Oregon, and Washington 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 USFWS, under the laws and regulations of the United States and of the DOI, 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 USFWS 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 NPS under the National Park Service Organic Act (16 U.S.C. l, 2, 3, and 4), (39 Stat. 535) and amendments is a federal agency that "...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 BLM's multiple-use mission, set forth in the Federal Land Policy and Management Act of 1976, mandates that the BLM manage public land resources for a variety of uses, such as energy development, livestock grazing, recreation, and timber harvesting, while protecting a wide array of natural, cultural, and historical resources;

WHEREAS, the U.S. DOI; including its agencies the BLM, USFWS, 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 DOI 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 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, the State of California, by and through its Department of Fish and Wildlife, is the state agency responsible for the conservation, protection and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species. CDFW enters into this agreement pursuant to authorities in Fish and Game Code §§ 1802, 3503.5, 3511, 3850 et seq., among other authorities; CDFW is interested in conserving, protecting and managing all federally-listed species within the State, including continuing its participation in the California Condor Preservation Project pursuant to Fish and Game Code §3850;

WHEREAS, the mission statement of CDPR 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." CDPR 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 State of Oregon, by and through its Department of Fish and Wildlife, is the state agency responsible for the conservation, protection and management of fish and wildlife to ensure biologically sustainable populations of those species, ODFW enters into this agreement pursuant to the authorities in ORS 496.012, 496.138, 496.146 (11), 498.002, among other authorities; ODFW is supportive of experimental reintroduction efforts of condor to their historical range in northern California with the likely result of condors pioneering many areas throughout Oregon;

WHEREAS, the Oregon Zoo's primary mission is to respect animals and take action on behalf of the natural world by creating engaging experiences; by advancing the highest level of animal welfare, environmental literacy, and conservation science; and by serving as a community convener for environmental literacy and conservation. The Oregon Zoo is an active partner of the California Condor Recovery Program as a captive breeding facility and is interested in providing a supporting role in efforts to recover the condor in the Pacific Northwest;

WHEREAS, the Sequoia Park Zoo's mission is to inspire conservation of the natural world by instilling wonder, respect, and passion for wildlife. Sequoia Park Zoo has supported the Yurok Tribe's efforts of public education and lead ammunition outreach regarding condors and is interested in providing a more supportive role in the efforts to recover the condor in Northern California;

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 NPS'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 Oakland Zoo's mission is to inspire respect for and stewardship of the natural world while providing a quality visitor experience. Oakland Zoo is an active partner of the California Condor Recovery Program as a treatment facility for condors and is interested in providing a supporting role in efforts to recover the condor in Northern California and the Pacific Northwest;

WHEREAS, Pacific Gas and Electric Company's primary mission is to provide safe, reliable and affordable gas and electric service to their customers and communities. Through its corporate policy, Avian Protection Plan and on-going collaboration with governmental agencies and environmental organizations, PG&E demonstrates leadership in protecting birds and wildlife throughout California. PG&E has actively participated in the California Condor Recovery Program and works with the Ventana Wildlife Society on condor issues in the Central coast area of California. PG&E continues to innovate and develop methods to improve the safety of its electric distribution and transmission systems and is interested in collaborating with the Parties to ensure the success of future condor release sites in Northern California;

WHEREAS, PacifiCorp d.b.a. Pacific Power Company constructs, maintains, and operates power lines and associated infrastructure and facilities within the historic range of condors and within or adjacent to reintroduction sites; Pacific Power has a vested interest in activities related to condor management, conservation, and recovery in order to minimize potential impacts to its customers and condors;

WHEREAS, Green Diamond Resource Company is the owner of private, commercial timberlands in southern Oregon and northern California that have been identified as a potential release site and habitat for the reintroduction of the California condor, and Green Diamond is willing to cooperate in and promote the reintroduction, recovery, and conservation of the California condor subject to agreed limitations on the management and use of Green Diamond timberlands;

WHEREAS, the Hells Canyon Preservation Council's mission is to protect, connect, and restore the lands, waters, and wildlife in the Greater Hells Canyon region. HCPC supports the recovery and conservation of the California Condor throughout its historic range in Northern California, the Yurok Ancestral Lands, and the Pacific Northwest including the ancestral lands of the Nez Perce in the Greater Hells Canyon region. HCPC recognizes that successful recovery in the Yurok Ancestral Lands is an essential step toward eventual reintroduction and recovery in the Greater Hells Canyon region. HCPC is interested in providing a supporting role in efforts to recover the condor throughout its historic range in the Pacific Northwest;

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 condor habitat within the greater Yurok Ancestral Territory;

WHEREAS, the Parties agree that further assessment of condor threats and habitat value in the greater Yurok Ancestral Territory and its historical range in north coastal California should be undertaken, based upon sound science, and guided by the Recovery Plan for the California Condor (April 1996);

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 among 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. The California Condor Recovery Plan requires establishing two, but preferably more, disjunct wild subpopulations of California condors with the goal of reducing risk to the overall population. Recovery of threatened, endangered, or extirpated species is key to the mission of VWS, the Yurok Tribe, and the Agencies herein. Further, seeking opportunities to conserve, restore, protect and improve natural resources is important to Green Diamond, Pacific Power, and PG&E. 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 according to the criteria established in the California Condor Recovery Plan.

The Parties will continue to work through a sequential, step-wise evaluation process inclusive of the following: developing adequate stakeholder support from all entities affected by potential activities; 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; and evaluating an appropriate release facility, is consistent with the California Condor Recovery Plan. If USFWS and CDFW find the information in the evaluation is acceptable to issue appropriate permits (e.g., federal 10(a)(1)(A) and state 2081(a) permits), then the parties will initiate the process of releasing, monitoring, and managing wild condors in Northern California. The success of this release will be subsequently evaluated by the USFWS and will inform a final determination process regarding continuance of formal federal recovery actions in Northern California.

CONSERVATION AND RECOVERY PLANNING

The Parties agree to coordinate to develop mutually acceptable conservation, reintroduction, and recovery goals and objectives, as consistent with the California Condor Recovery Plan, which may be applied in Northern California. These goals and objectives will be compatible with the overall Condor Recovery Program and used to direct and prioritize condor conservation activities initiated by the Parties.

The Parties agree to work cooperatively to achieve mutual conservation and recovery goals, as consistent with the California Condor Recovery Plan, through development and implementation of a series of mutually agreed upon conservation activities. The Parties will develop a draft 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, and locate an adequate field reintroduction site, before a final determination is made about permanently reintroducing condors to Northern California.

The Parties will meet at least annually by December 31 of each calendar year to discuss priority activities and develop a draft work plan by January 31 of each calendar 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 actions are feasible and aid in condor recovery. 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.

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

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 coordinate closely with USFWS Region 1's 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 ODFW 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. Parties may 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, local, and Tribal law) agree to:

a. Evaluate local 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 information to the Parties 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 or the California or Oregon Legislatures. 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 or Oregon Legislatures 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.

REGULATORY REQUIREMENTS AND LAND OWNER SUPPORT

Prior to the reintroduction of California condors in Northern California, the Parties will seek the support of affected communities by providing landowners with clear guidance

on the regulatory requirements that will accompany the presence of California condors on or near their land and the Parties will explore the creation of incentives and agreed conditions for interested non-federal [or private] landowners who authorize and cooperate in the reintroduction, conservation, protection, and recovery of the California condor on or near their lands.

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. Changes in contacts shall be submitted to all Parties within 30 days of any change in personnel. It is anticipated that representatives initially involved in this MOU should consist of the USFWS's California Condor Coordinator, the USFWS Arcata Fish and Wildlife Office's California Condor Coordinator, Redwood National Park's Chief of Resource Management and Science, the BLM's California State Wildlife and Listed Species Lead, Yurok Tribe's Senior Wildlife Biologist, CDFW's Senior Environmental Scientist, CDPR's Senior Environmental Scientist, ODFW's Director, Oregon Zoo's Deputy Conservation Manager, Sequoia Park Zoo's Zoo Manager, Ventana Wildlife Society's Executive Director, Oakland Zoo's Veterinarian, PG&E's Avian Protection Plan Program Manager, Pacific Power's T&D Environmental Manager, Green Diamond's Conservation Planning Manager, and Hells Canyon Preservation Council's Executive Director.

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. Any signatory can opt out by notifying the other signatories in writing.

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, local, 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,

Ren Lohoefener
Regional Director
U.S. Fish and Wildlife Service, Region 8

May 26th, 2016
Date

Stephen Prokop
Superintendent, Redwood National Park
National Park Service

6-17-16
Date

FOR THE BUREAU OF LAND MANAGEMENT (California)

June 21, 2016

Jerome E. Perez, State Director

Date

Thomas O'Rourke
Chairperson
Yurok Tribe

Date 7/23/18

Charlton Bonham
Director
California Department of Fish and Wildlife

August 30, 2016
Date

7.26.16

Jeff Bomke
North Coast Redwoods District Superintendent
California Department of Parks and Recreation

Date

Curtis E. Melcher

Curt Melcher
Director
Oregon Department of Fish and Wildlife

9/19/16
Date

Donald E. Moore

Donald E. Moore
Director
Oregon Zoo

23 June 2016.
Date

Getchen Ziegler
Zoo Manager
Sequoia Park Zoo

6-23-16
Date

Greg Sparks
City Manager, City of Eureka
Sequoia Park Zoo

6/27/16
Date

Kelly Sorenson
Executive Director
Ventana Wildlife Society

6/14/2016
Date

Joel Parrott
President and CEO
Oakland Zoo

10/5/16
Date

Diane Ross Leech
Environmental Policy Director
Pacific Gas and Electric Company

6/18/2016
Date

Curtis Mansfield

Curtis Mansfield
T&D Operations Vice President
Pacific Power Company

6/24/16.
Date

Neal D. Ewald
Senior Vice President for California Operations,
Green Diamond Resource Company

6/17/16
Date

Darilyn Parry Brown
Executive Director
Hells Canyon Preservation Council

December 1, 2016
Date