

MEMORANDUM OF UNDERSTANDING

BETWEEN

UTAH DEPARTMENT OF NATURAL RESOURCES, UNITED STATES FISH AND WILDLIFE SERVICE, UNITED STATES BUREAU OF LAND MANAGEMENT, UNITED STATES NATIONAL PARK SERVICE, NEVADA DEPARTMENT OF WILDLIFE, WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ARIZONA GAME AND FISH DEPARTMENT, AND UNITED STATES FOREST SERVICE

This Memorandum of Understanding (MOU) is made and entered into by and between the Utah Department of Natural Resources, United States Fish and Wildlife Service, United States Bureau of Land Management, United States National Park Service, Nevada Department of Wildlife, Washington County Water Conservancy District, Arizona Game and Fish Department, and United States Forest Service, referred to herein collectively as Signatory Parties

WHEREAS, the Virgin Spinedace Conservation Agreement and Strategy (Agreement) was developed to expedite conservation measures needed for the continued existence and recovery of the species, and full implementation of the Virgin Spinedace Conservation Agreement and Strategy will reduce threats to Virgin spinedace that warrant its listing as a sensitive species by state and federal agencies, and as threatened or endangered under the Endangered Species Act of 1973, as amended (ESA); and

WHEREAS, the Signatory Parties entered into the Agreement under federal and state law, as applicable, including but not limited to Section 2(c)(2) of ESA, which states that the policy of Congress is that federal agencies shall cooperate with state and local agencies to resolve water resources issues in concert with conservation of endangered species; and

WHEREAS, all Signatory Parties recognize that they each have specific statutory responsibilities that cannot be delegated, particularly with respect to the management and conservation of wildlife and the management, development, and allocation of water resources, and nothing in the Agreement is intended to abrogate any of the parties respective responsibilities; and

WHEREAS, the Signatory Parties agree that sufficient progress has been made towards the conservation and recovery of Virgin spinedace during the 2000-2008 Assessment period; and

WHEREAS, a ten-year term is necessary to complete ongoing actions and to initiate new projects to further reduce threats and enhance habitat conditions.

NOW THEREFORE, the Signatory Parties agree to extend the Virgin Spinedace Conservation Agreement and Strategy for an additional ten-year term, effective as of February 1, 2009. Under the next ten-year term, the Signatory Parties will retain the same responsibilities assumed during the previous term with the following changes to the original 1995 Agreement:

Page 2. Section II. *Involved Parties*

Add: United States Department of Agriculture, Forest Service, Dixie National Forest, 1789 North Wedgewood Lane, Cedar City, Utah, 84721.

Page 5. Section VI. *Conservation Actions To Be Implemented – Coordinating Conservation Activities*

Replace *‘The VSCT will meet on a quarterly basis to report on the progress of implementing the Conservation Strategy’* **with** *‘The VSCT will meet on an annual basis to report on the progress of implementing the Conservation Strategy’*.

Page 6. Section VI. *Conservation Actions To Be Implemented – Conservation Progress Assessment*

Replace *‘A quarterly assessment of progress towards implementing actions identified in this Agreement will be provided to the Director, Utah Division of Wildlife Resources by the VSCT’* **with** *‘An annual report of progress towards implementing actions identified in this Agreement will be completed by the VSCT’*.

Replace *‘An annual assessment of conservation accomplishments identified in Table 1 and subsequent yearly schedules will be made by the VSCT’* **with** *‘A five-year assessment of conservation accomplishments under this Agreement will be completed by the VSCT’*.

Page 6. Section VII. *Duration of Agreement*

Replace *‘The initial term of this Agreement shall be 5 years’* **with** *‘The term of this Agreement shall be ten years: 2009 to 2019’*.

SIGNATURES

Any Signatory Party may withdraw from this MOU on sixty days written notice to the other parties. This MOU may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

Utah Department of Natural Resources
Utah Division of Wildlife Resources
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James Karpowitz
Director

Date

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Steve Guertin
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Date

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Selma Sierra
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Mike Snyder
Regional Director

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Kenneth Mayer
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Date

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Ed Bowler
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Date

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Larry D. Voyles
Director

Date

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(Dixie National Forest)
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Rob MacWhorter
Regional Supervisor

Date