

RW/ALM 4.1
Mail Stop 60130

MAY - 4 1995

Memorandum

To: Director (ARW)
Deputy
From: Regional Director, Region 6
Subject: Agreement Concerning Alamosa and Monte Vista National Wildlife
Refuges

Attached is a Letter of Agreement (Agreement) which Region 6 developed in concert with the Division of Refuges and the plaintiffs in the Audubon et. al. v. Babbitt lawsuit. The Agreement allows the Fish and Wildlife Service to move forward to resolve concerns regarding the use of livestock at both Alamosa and Monte Vista National Wildlife Refuges (NWRs).

Your earliest attention to this matter will be appreciated, as the Agreement allows for livestock grazing on the Alamosa NWR at a level not exceeding the 1994 use. Normal livestock turn-in date at Alamosa NWR is May 1; the permittees have been put on hold until the Agreement is signed. The permittees were prepared to graze livestock off the Refuge this spring, and are now in a holding pattern at our request.

/s/TERRY T. TERRELL

Attachment

bcc: RO rf
RW rf
RW/file
RW/Ops
ALM NWR
Nagel

NAGEL:cmrb:5/2/95
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DRAFT

Robert G. Dreher, Esq.
Sierra Club Legal Defense Fund
1531 P Street, N.W., Suite 200
Washington, D.C. 20005

Dear Mr. Dreher:

I write to you to request that as attorney for the plaintiffs in National Audubon Society et al. v. Babbitt and on their behalf, you join me in signing the enclosed Letter of Agreement.

The final settlement in National Audubon Society, et al. v. Babbitt allows for the parties to amend the terms of the settlement by a written instrument agreed to by both parties. This letter serves as that instrument.

As discussed in a meeting on April 18, 1995, in Denver attended by Deputy Regional Director Dr. Terry Terrell; Assistant Regional Director Skip Ladd and other Region 6 personnel; Pam Eaton, Assistant Regional Director of the Wilderness Society; Bob Turner, Regional Vice President of the National Audubon Society; and others; the U.S. Fish and Wildlife Service (Service) desires to resolve the compatibility determination requirements regarding livestock grazing on the Alamosa/Monte Vista National Wildlife Refuge while addressing the broader management needs of both units of the refuge. I, therefore, propose the enclosed Letter of Agreement in which we hope you, on behalf of the plaintiffs, will concur.

Sincerely,

Enclosure

LETTER OF AGREEMENT

PURPOSE: To resolve concerns regarding habitat management practices at the Alamosa/Monte Vista National Wildlife Refuge in Colorado and to comply with (1) the National Environmental Policy Act (NEPA), and (2) the compatibility requirements of the Refuge Administration Act for permitted uses at the Alamosa/Monte Vista National Wildlife Refuge, (3) the requirements of the Endangered Species Act, and (4) the terms of the settlement of National Audubon Society et al. v. Babbitt.

PREFACE: In October 1992, National Audubon Society, The Wilderness Society, Defenders of Wildlife, Black Hills Audubon Society, Tahoma Audubon Society, and Alan D. Riley (collectively "the plaintiffs") brought suit against the U.S. Fish and Wildlife Service (Service) alleging violation of the Refuge Administration Act (16 U.S.S. Section 668dd-6688ee), the Refuge Recreation Act (16 U.S.C. Section 460k-460k-4) and the NEPA (42 U.S. C. Section 4321-4361) for authorizing and allowing secondary uses of the National Wildlife Refuge System without ensuring that such uses are compatible with the refuges' purposes and for failing to consider environmental impacts of those uses pursuant to NEPA.

In October 1993, the Service and plaintiffs settled the suit. Under the terms of that settlement, the Service agreed, except for certain refuges, to make written determinations of compatibility, with appropriate NEPA compliance, for all permitted uses with the National Wildlife Refuge System that the Service has the authority to regulate and control within 1 year, and to terminate expeditiously any use that is not determined in writing to be compatible with the primary purposes of the refuge on which it occurs. For Monte Vista, the Service agreed not to graze after 1993 unless it had made a written determination, with appropriate NEPA compliance, that grazing is compatible with the primary purposes of the refuge, and that within the framework of existing Service policy, grazing is a practical, effective, and ecologically sound tool for achieving management objectives for the refuge.

This letter of agreement modifies the settlement of October 1993 to allow implementation of the existing grazing program at Alamosa NWR through 1995 to facilitate (1) the development and implementation of a study plan to determine the effectiveness of grazing and other management tools on achieving the purposes and objectives of the Alamosa/Monte Vista NWR, and (2) the implementation of a Comprehensive Management Planning process for the refuge.

The parties therefore agree that Fish and Wildlife Service shall take the following actions:

1. Alamosa Unit of the Alamosa/Monte Vista National Wildlife Refuge. The Service may permit grazing within the refuge during 1995 within such terms as were in place from 1987-1994. Grazing in the refuge shall not exceed 3,824 AUMs (1994 levels).
2. The Service will not permit grazing on Monte Vista NWR in 1995.
3. The Service agrees to implement a "Comprehensive Management Plan" (CMP) (602 FW 1.1), with appropriate NEPA compliance for the Alamosa/Monte Vista NWR. The CMP will describe the purposes and management objectives of the Alamosa/Monte Vista NWR. The Service agrees to begin the CMP process immediately.
4. As soon as practicable in the CMP process, the Service will initiate a scientifically credible study to determine which management practices may be most effective in achieving the purposes and objectives of the refuge. Such management practices may include, but not be limited to, various livestock grazing strategies, prescribed fire, water management, integrated pest management, and haying. The Service will consult with the public, including the plaintiffs, in selecting a person to lead the study and in developing the study design. Grazing may be conducted in appropriate locations within Alamosa/Monte Vista NWR in accordance with the experimental prescriptions described in the study beginning in 1996.
5. Except within the terms of the above study, the Service shall not issue grazing permits or otherwise authorize grazing within the Alamosa/Monte Vista NWR after 1995, unless the Service makes a written determination with appropriate NEPA compliance that grazing is compatible with the primary purposes of the refuge, and that within the framework of existing Service policy, grazing is a practical, effective, and ecologically sound tool for achieving management objectives for the refuge. If grazing is determined to be compatible, the Service shall implement a monitoring program to evaluate the efficacy of grazing treatments in meeting refuge management objectives.

6. The Service will defer completion of the NEPA process begun with Draft Environmental Assessments for the grazing programs at the units of the Alamosa/Monte Vista NWR to the CMP/EA/EIS process described above.

Concur:

Director, U.S. Fish and Wildlife Service

Date: _____

Robert G. Dreher, Attorney for the Plaintiffs

Date: _____