

Public Scoping Meeting on Safe Harbor Agreement and Voluntary Local Program

The California Rangeland Conservation Coalition (CRCC) and California Department of Fish and Game (DFG) invite you to attend a public scoping meeting about the CRCC Programmatic Safe Harbor Agreement and Voluntary Local Program (VLP). The meeting will be held on March 20, 2008, from 4:00 p.m. to 6:00 p.m. at the Chico Library, 1108 Sherman Avenue, Chico, CA 95926.

DFG will prepare an Environmental Assessment to evaluate the impacts of the requested approval of a VLP and issuance of an authorization pursuant to Section 2086 of the California Fish and Game Code and implementing regulations in Section 786 *et seq.* of Title 14 of the California Code of Regulations.

The purpose of the VLP is to encourage non-federal landowners within Butte, Glenn, Shasta and Tehama counties to voluntarily enhance, restore and maintain habitat for sensitive, candidate, threatened and endangered species. In exchange for voluntarily enhancing habitat, landowners who enroll in the program will receive take authorization for covered sensitive species associated with routine and ongoing agricultural activities.

DFG invites comments to ensure that the full range of issues related to the VLP are identified and analyzed. Send written comments to California Department of Fish and Game, Habitat Conservation Branch, 1416 Ninth Street, Suite 1280, Sacramento, CA 95814. For further information contact Ms. Jennifer Hogan at (916) 651-8711.

CALIFORNIA RANGELAND CONSERVATION COALITION

**PROGRAMMATIC
SAFE HARBOR AGREEMENT
And
VOLUNTARY LOCAL PROGRAM**

BUTTE, GLENN, SHASTA, TEHAMA COUNTIES



March 2008

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Draft

1. INTRODUCTION

This programmatic Safe Harbor Agreement and Voluntary Local Program (Agreement) is entered into between the California Cattlemen's Association (Program Administrator), the U.S. Fish and Wildlife Service (Service), and the California Department of Fish and Game (Department); hereinafter collectively called the "Parties." This is a voluntary program that recognizes the unique and important role that private landowners in California can play in helping wildlife valued by the people of the state and of the nation. The purpose of this Agreement is to enable land management activities beneficial to rare species to be carried out on non-Federal land while providing protections to participating landowners (Cooperators) from increased regulations resulting from the presence of listed species.

This Agreement is the result of a highly collaborative writing and thinking process involving several agricultural and conservation organizations as well as State and Federal government agencies. This partnership has resulted in a product that strives to balance agency regulations, with the goals and aspirations of private agricultural landowners to benefit imperiled wildlife on rangelands in the northern Sacramento Valley. Particularly noteworthy are the persistent and effective efforts of the California Rangeland Conservation Coalition (CRCC) in mobilizing a diverse array of partners to achieve the common goal of protecting and enhancing the rangeland landscape in California. This Agreement was developed with input and participation by (1) the Department (2) the Natural Resources Conservation Service (NRCS); (3) the Service; (4) the California Cattlemen's Association; (5) the California Farm Bureau Federation; (6) Environmental Defense; (7) Defenders of Wildlife; and (8) Sustainable Conservation. In addition, the Service, Department, and other members of the CRCC met with recognized species experts, private cattle ranchers, and the California Department of Food and Agriculture in development of the Agreement.

Under this Agreement, the Program Administrator and a Cooperator will sign a Cooperative Agreement, in which the Cooperator agrees to voluntarily carry out habitat improvements described in their Cooperative Agreement and to abide by the terms and conditions set forth in this Agreement and the Permits. The Program Administrator will then issue a Certificate of Inclusion to the Cooperator. Certificates of Inclusion issued by the Program Administrator will extend incidental take coverage to the Cooperator's property (Enrolled Property). Once the Cooperator implements the provisions of the Cooperative Agreement and the Permits, the Cooperator is authorized to incidentally take Covered Species (See Section 2, Covered Species) or modify habitat to return the Enrolled Property to Baseline conditions (See Section 5, Baseline Determination). Table 1 provides a quick reference to many terms used in this Agreement.

This Agreement follows the Service's Safe Harbor Agreement policy (64 **FR** 32717) and regulations (64 **FR** 32706), which implement this policy. Upon approval, this Agreement will serve as the basis for the Service to issue an enhancement of survival permit (Permit) under Section 10(a)(1)(A) of the Endangered Species Act (ESA). The Federal permit authorizes the incidental taking of the Covered Species during habitat restoration

activities, as well as activities associated with routine and ongoing rangeland management. This Agreement also follows the Department’s Voluntary Local Program (VLP) regulation (California Code of Regulations (CCR), Title 14, § 786), which implements Article 3.5. Incidental Take Associated with Routine and Ongoing Activities § 2086 *et. seq.* of the California Endangered Species Act (CESA). In cooperation with the Safe Harbor Agreement, this VLP is designed to provide sufficient flexibility to maximize participation and to gain maximum wildlife benefits without compromising the economics of agricultural operations. Additionally, the permit authorizes incidental take of Covered Species if a Cooperator chooses to return their property to Baseline conditions.

The Service and Department will ensure that: (1) the take associated with the Cooperative Agreement will be incidental to otherwise lawful activities and will be in accordance with the terms of the Safe Harbor Agreement/Voluntary Local Program; (2) the implementation of the Cooperative Agreement will provide a net conservation benefit and contribute to the recovery of Covered Species; (3) the probable direct and indirect effects of any authorized take will not appreciably reduce the likelihood of survival and recovery in the wild of any Covered Species; and (4) the habitat restoration, enhancement, and management that will occur as a result of the Cooperative Agreements is expected to fully mitigate for the take of Covered Species.

Table 1: Definitions at a glance.

Term	Definition
Agreement	Combined document including a Safe Harbor Agreement and a Voluntary Local Program. Implementing entities: The Service and the Department.
Certificate of Inclusion	Extends Incidental Take coverage conferred by the Permits to the Enrolled Property
Cooperative Agreement	The contract signed by the Cooperator and the Program Administrator to receive Incidental Take covered for certain species on enrolled property. The Cooperator then receives a Certificate of Inclusion.
Cooperators	Landowners or land managers who voluntarily enter into a Cooperative Agreement with the Program Administrator to restore and/or enhance and manage habitat for covered species.
Department	California Department of Fish and Game
Enrolled Property	Property subject to the SHA/VLP
Parties	Signatories to Agreement, which includes the CCA, Service, and the Department.
Program Administrator	Issues Certificates of Inclusion and oversees Program. Implementing entity: CCA.
Qualified Person	Someone with species expertise who has been approved by the Service and/or the Department.
Service	U.S. Fish and Wildlife Service

2. COVERED SPECIES

Cooperators will work with the Program Administrator to identify which Covered Species

to include in their Cooperative Agreement. The selection will be based on the type of habitats present on their property plus the restoration activities that will be implemented by the Cooperator. A list of the Covered Species included in this Agreement is provided in Table 2.

Table 2: List of Covered Species and Federal and/or State Status.

Species Name	Status
Invertebrates	
Conservancy fairy shrimp (<i>Branchinecta conservatio</i>)	Federal: Endangered State: None
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	Federal: Threatened State: None
Vernal pool tadpole shrimp (<i>Lepidurus packardi</i>)	Federal: Endangered State: None
Valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>)	Federal: Threatened State: None
Amphibians/Reptiles	
Giant garter snake (<i>Thamnophis gigas</i>)	Federal: Threatened State: Threatened
California red-legged frog (<i>Rana aurora draytonii</i>)	Federal: Threatened State: None; Species of Special Concern
Birds	
Swainson' hawk (<i>Buteo swainsoni</i>)	Federal: None State: Threatened
Burrowing owl (<i>Athene cunicularia</i>)	Federal: None State: None - Species of Special Concern
Western yellow-billed cuckoo (<i>Coccyzus americanus occidentalis</i>)	Federal: Candidate State: Endangered
Tricolored blackbird (<i>Agelaius tricolor</i>)	Federal: None State: None - Species of Special Concern
Plants	
Hoover's spurge (<i>Chamaesyce hooveri</i>)	Federal: Threatened State: None
Butte County meadowfoam (<i>Limnanthes floccosa</i> ssp. <i>californica</i>)	Federal: Endangered State: Endangered
hairy Orcutt grass (<i>Orcuttia pilosa</i>)	Federal: Endangered State: Endangered
slender Orcutt grass (<i>Orcuttia tenuis</i>)	Federal: Threatened State: Endangered
Greene's tuctoria (<i>Tuctoria greenei</i>)	Federal: Endangered State: Rare
Indian Valley brodiaea (<i>Brodiaea coronaria</i> ssp. <i>rosea</i>)	Federal: None State: Endangered
Boggs Lake hedge-hyssop (<i>Gratiola heterosepala</i>)	Federal: None

3. RESPONSIBILITIES OF THE PROGRAM ADMINISTRATOR, COOPERATORS, SERVICE, AND DEPARTMENT

Program Administrator

The California Cattlemen's Association is the Program Administrator. The Program Administrator has the following responsibilities:

1. Be the recipient of the Federal 10(a)(1)(A) Enhancement of Survival Permit and State Fish and Game Code §2086 Incidental Take Permit Associated with Routine and Ongoing Activities for this Agreement.
2. Enter into Cooperative Agreements with private landowners and issuing Certificates of Inclusion (the Certificate of Inclusion is provided in Attachment 1).
3. Ensure that baseline habitat surveys have been conducted by qualified individuals. A qualified person is someone with species expertise that has been approved by the Service and/or Department.
4. Ensure that the Service and Department have approved each individual Cooperative Agreement prior to enrolling the Cooperator. Landowners may elect to have their personal information and property location kept confidential.
5. Furnish the Service and Department with copies of all Cooperative Agreements within 2 weeks after they are signed. Landowners may elect to have their personal information and property location kept confidential.
6. Compile annual reports from Cooperators and summarize the information in an annual report to the Service and Department. The report is **due by March 31** of each year. The record keeping process will document implementation of the program's management practices while protecting the confidentiality of Cooperators.
7. Ensure that surveys on Enrolled Properties are conducted at least once every three years to assess the general condition of the Covered Species and/or the associated habitat. Such surveying activities may be carried out on the Program Administrator's behalf by a qualified person agreed upon by the Program Administrator and Cooperator. The qualified person will provide a written report of the survey results to the Program Administrator. The report will assess the condition of the habitats being managed under the Cooperative Agreements, and determine if beneficial activities could be modified to improve success. The Program Administrator will then provide the results of the survey to the Service and Department.

8. Notify the Service and Department of any living individuals or dead specimens of the Covered Species of which it becomes aware on the Enrolled Properties.
9. Inform the Service and Department if a Cooperator (or a “neighboring landowner” who has entered into an agreement pursuant to Section 7 of this Agreement) chooses to undergo an activity that will reduce the number of Covered Species or associated habitat on the Enrolled Property. This will allow for the opportunity to relocate Covered Species from the property.
10. Maintain a written Administrative Plan (required by CCR §786,2(d)(8)), which describes how the Voluntary Local Program is administered (Attachment 6).

Cooperators

Cooperators are landowners and/or land managers who voluntarily enter into a Cooperative Agreement with the Program Administrator to carry out habitat restoration activities that benefit the Covered Species. Each Cooperator has the following responsibilities:

1. Enroll their property by entering into a Cooperative Agreement (Attachment 1) with the Program Administrator.
2. Ensure that a qualified individual completes a Baseline Habitat Assessment (Attachment 4).
3. Carry out specific restoration, enhancement, and management activities as detailed in the Cooperative Agreement.
4. Complete an annual report (Attachment 1, Exhibit C) that is provided to the Program Administrator **by December 31** of each year.
5. Allow surveys by a qualified individual to be conducted on their property at least once every three years to assess the general condition of the Covered Species and/or the associated habitat.
6. Notify the Program Administrator 90 days prior to any planned activity that the Cooperator reasonably anticipates will result in “take” of the Covered Species on the Enrolled Property, and provide the Service, Department, or other mutually agreed-upon entity access and opportunity to relocate any affected individuals of the Covered Species, if appropriate.
7. In some instances, a Cooperator may be a land manager that does not own the Enrolled Property (e.g., a rancher who is leasing the Enrolled Property). In such

cases, Cooperators must demonstrate to the Program Administrator that they have the authority to enter into such agreements.

The Service

The Service has the following responsibilities:

1. Upon execution of the Agreement, the Service will issue to the Program Administrator a permit in accordance with Section 10(a)(1)(A) of the ESA.
2. Provide technical assistance to the Program Administrator and Cooperators, to the maximum extent practicable, when requested; and providing information on federal funding programs.
3. Review all Cooperative Agreements that are proposed for federally-listed species prior to signing by the Program Administrator. Approval will be provided by the Service to the Program Administrator in writing.
4. Provide the Program Administrator \$50,000 per year to administer and implement the program provided funds are available.

The Department

1. Upon execution of the Agreement, the Department will issue to the Program Administrator a permit in accordance with CESA under Fish and Game Code § 2086(c) Voluntary Local Program.
2. Provide to the Program Administrator and Cooperators technical assistance, to the maximum extent practicable when requested, and provide information on State funding programs.
3. Review all Cooperative Agreements that are proposed for State-listed and/or Species of Special Concern prior to signing by the Program Administrator. Approval will be provided by the Department to the Program Administrator in writing.

4. DESCRIPTION OF ENROLLED PROPERTIES

The properties subject to this Agreement are depicted in Figure 1 and generally consist of those non-Federal lands within the CRCC area in Tehama, Shasta, Glenn, and Butte counties of California. The general plant community types included in these areas are vernal pools, grasslands, chaparral, oak woodland, freshwater marsh, and riparian. The Enrolled Properties are to be more precisely indicated on maps attached to the

Cooperative Agreements.

5. BASELINE DETERMINATION

Baseline on the Enrolled Properties will be established by completing the Baseline Habitat Worksheet (Attachment 4). This worksheet will be completed by a qualified person prior to signing the Cooperative Agreement. A “qualified person” is someone with species expertise who has been approved by the Service and Department. The Baseline conditions for each Covered Species will be established not more than 18 months prior to the signing of the Cooperative Agreement.

6. MANAGEMENT ACTIVITIES

This section provides information on both beneficial activities and routine activities associated with rangeland management that may be covered under individual Cooperative Agreements. Each Cooperative Agreement will specify the beneficial activities that will be carried out on the Enrolled Property and a timetable for implementing those activities. The Service and Department anticipate that implementation of the beneficial activities described below will produce a net conservation benefit for the Covered Species by increasing habitat available to Covered Species for the term of the Cooperative Agreements.

Beneficial Activities

Because of the wide array of possible restoration activities available to a Cooperator, it is not possible to list them all in this section. A summary of some possible activities that may benefit the Covered Species is provided below. This list is not exhaustive, but serves as general guidance for the type of beneficial activities that the Service and Department anticipate Cooperators to implement under the Cooperative Agreements. The Service and Department do not anticipate that Cooperators will implement all of the management activities listed below for a given Covered Species, but rather choose activities from the following list that are feasible, or implement other beneficial activities not listed below but are agreed upon by the Parties.

California Fish and Game Code §2086 requires that Voluntary Local Programs include measures to avoid and/or minimize impacts to candidate, threatened, and endangered species. Species-specific avoidance and minimization measures for State listed species are included in Attachment 5. The Program Administrator will assist Cooperators, if requested by Cooperator, to implement and comply with the avoidance and minimization measures.

Valley Elderberry Longhorn Beetle

Habitat loss is the primary threat to this species. Beneficial activities, such as those

described below, will result in the establishment of habitat for the valley elderberry longhorn beetle. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. These beneficial activities support recovery objectives specified in the Service's 1984 *Recovery plan for the valley elderberry longhorn beetle* by restoring habitat sites within the presumed historical range of the species and managing and protecting this habitat for a minimum of 10 years.

1. Plant elderberry bushes and associated riparian plants, optimally providing connectivity between areas with elderberry shrubs.
2. Irrigate planted elderberry shrubs until the elderberry shrubs establish a tap root. Monitor new plantings until they are established and adjust irrigation practices accordingly.
3. Remove non-native invasive species (e.g., Himalayan blackberry) as appropriate to facilitate restoration.
4. Allow new sprouts of elderberry shrubs to grow within riparian areas by protecting sprouts from livestock until the plants are 3 to 4 feet tall.

Vernal Pool Crustaceans (*Conservancy fairy shrimp, Vernal pool fairy shrimp, Vernal pool tadpole shrimp*) and **Vernal Pool Plants** (*Hoover's spurge, Butte County meadow foam, hairy Orcutt grass, slender Orcutt grass, Greene's tuctoria, and Bogg's Lake hedge-hyssop*)

Habitat loss from development projects and conversion to intensive cultivation are the primary threats to these species. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of listed vernal pool crustacean and plant habitat. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. These beneficial activities support recovery objectives listed in the Service's 2005 *Recovery plan for vernal pool ecosystems of California and southern Oregon* by protecting suitable habitat for a minimum of 10 years and by implementing management plans for habitat.

1. Discontinue cultivation of vernal pool areas to allow for recovery of the vernal pool hydrology and vegetation
2. Improve water quality in vernal pools (e.g., erosion control, reduction of excessive manure).
3. Ensure that livestock do not over-use vernal pool habitat containing plants that are sensitive to grazing (e.g., Greene's tuctoria) late in spring or early summer. Livestock may trample sensitive vernal pool plants before they set seed.

4. Use alternative water sources to ensure that cattle do not over-utilize vernal pools in late spring or early summer when vernal pools may offer the only remaining water sources. When alternate water development is not technically or economically feasible, minimize impacts to vernal pool resources through appropriate use of fencing measures in conjunction with herd management.
5. Ensure that appropriate grazing regimes are utilized to ensure a sustainable vernal pool ecosystem. Over-grazing may lead to denuded and compacted soils in a vernal pool complex; or, conversely, under-grazing may lead to excessive thatch build-up, increases in invasive non-native plants within the pools, decreases in native forbs, and a reduction in available aquatic vernal pool habitat.
6. Restore hydrologic regime to historic conditions. Some pasturelands have been altered to convey water to certain areas to benefit livestock. Ditches or canals could be removed to return water to vernal pools that are no longer receiving water in sufficient amounts to provide habitat for listed vernal pool species.
7. Introduce vernal pool species to appropriate soil types, if biologically appropriate. Consult with the Service on appropriate techniques.
8. Control non-native vegetation (e.g., removal of invasive plants such as yellow star thistle). Grazing practices may also be used to control common vernal pool and upland species that may out-compete a listed vernal pool plant species. For example, a vernal pool may support slender Orcutt grass, but the Orcutt grass is being out-competed by a common vernal pool species such as *Eleocharis* spp.

California Red-legged Frog

Habitat loss and competition from non-native species such as bullfrogs are the primary threats to this species. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of California red-legged frog habitat by restoring habitat, decreasing predatory species populations in suitable habitat, and potentially reestablishing the species within its historical range. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. The Agreement supports recovery objectives specified in the Service's 2002 *Recovery plan for the California red-legged frog* by making habitat available for dispersal opportunities for this species and protecting and managing these restored sites for a minimum of 10 years.

1. Control predator species in aquatic breeding habitat. This could be achieved by draining ponds in late summer after tadpole metamorphosis (September or early October) to ensure that predators such as bullfrogs and non-native fish species such as bass, catfish, sunfish, and mosquitofish are not able to establish reproducing populations.
2. Plant native vegetation around ponds and waterways and control non-native invasive plant species. Open water adjacent to overhanging vegetation and emergent vegetation are particularly beneficial to California red-legged frogs.
3. Control sedimentation and siltation by stabilizing eroding streambanks, pond banks, dam faces, and spillways.
4. Increase availability of suitable breeding, foraging and dispersal habitat. Increase habitat connectivity in the watershed by providing increased riparian habitat, as well as a network of suitable aquatic habitat sites within reasonable travel distance of each other.
5. Construct new ponds with appropriate habitat characteristics to benefit the California red-legged frog. Created ponds should include both shallow and deep portions, overhanging vegetation, and drains to decrease predator populations.
6. Allow reintroduction of California red-legged frogs on an Enrolled Property, if biologically appropriate.
7. Manage cattle grazing to benefit the California red-legged frog. This could include, but is not limited to, allowing livestock to lightly graze around springs, water sources, and riparian areas and minimizing grazing in aquatic breeding habitat during the breeding season (November through April).

Giant Garter Snake

Habitat loss due to agriculture, development, and flood control activities is the primary threat to this species. Other threats include ongoing maintenance of aquatic habitats for flood control and agricultural purposes. Beneficial activities, such as those described below, will result in the restoration and/or enhancement of potential giant garter snake habitat, which can encourage colonization of giant garter snakes and provide habitat for other wildlife species as well. Other beneficial activities may improve connectivity between fragmented areas of suitable habitat. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. This Agreement supports recovery objectives specified in the Service's 1999 *Draft recovery plan for the giant garter snake* by restoring habitat sites within the presumed historical range, managing for optimal habitat conditions, and protecting habitat

restoration sites for a minimum of 10 years.

1. Increase the interconnectivity of suitable wetlands and waterways (e.g., canals and ditches) to provide cover for foraging, resting, basking, sources for prey items, and connectivity of suitable aquatic sites.
2. Eliminate ground squirrel control activities within suitable over-wintering habitat. Small mammal populations provide burrows that provide over-wintering habitat for giant garter snakes.
3. Manage vegetation on banks of irrigation and drainage ditches, sloughs or low gradient streams to sustain appropriate perennial vegetation that provides for foraging, resting, basking, sources for prey items, and connectivity of suitable aquatic sites.
4. Manage cattle grazing to benefit the giant garter snake. This could include, but is not limited to, preventing livestock from grazing extensively around suitable aquatic habitat for the giant garter snake.

Burrowing Owl

Habitat destruction, particularly grassland conversion, and the eradication and control of burrowing mammals have primarily contributed to the decline of the Burrowing owl. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of burrowing owl habitat and managing for optimal habitat for this species. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. Management activities below are consistent with new guidance for burrowing owl conservation that is being developed by the Department.

1. Where nesting burrows are lacking, encourage the presence of ground squirrels.
2. Maintain suitable vegetation structure through mowing, revegetation with low-growing and less dense native plants, or controlled grazing, as appropriate. Herbicide use may be appropriate to control vegetation near and around burrows.
3. Allow moderate grazing regime near and around burrowing owl habitat to reduce vegetation around burrows.

Swainson's Hawk

The loss and conversion of native grasslands and agricultural lands to various residential and commercial developments is the primary threat to Swainson's hawk populations

throughout California. Additionally, conversion from agricultural crops that provide abundant foraging opportunities to crops such as vineyards and orchards, which provide fewer foraging opportunities have contributed to the decline of this species. Beneficial activities, such as those described below, will result in the restoration and/or enhancement of potential Swainson's hawk nesting and foraging habitat. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. The Agreement supports recovery efforts by restoring habitat sites within the presumed historical range, managing for optimal habitat conditions, and protecting habitat restoration sites for a minimum of 10 years. The management activities below will also be consistent with the new Conservation Strategy currently being developed by the Department.

1. Protect and enhance trees adjacent to forage areas (multiple fields of alfalfa, pasture, etc.) and enhance and restore riparian areas, including willows, oaks, sycamores, and cottonwoods.
2. Ensure the availability of suitable nesting and foraging habitat by maintaining riparian systems and groves of trees as well as lone mature trees in agricultural fields.
3. Grow specific crops where already cultivated that are typically used by Swainson's hawks for foraging (e.g., alfalfa and other hay crops).
4. Manage grazing (including rotation) to provide foraging habitat that provides short or interspersed vegetative cover, which provides easy visibility and access to prey from the air.
5. Maintain current and former known nest trees. Leave snags (i.e., standing, dead trees) on the land to provide a lookout roost.
6. Use agricultural practices that increase prey population density and that provide easy visibility and access to prey from the air. Mowing, disking, burning, and flooding can expose prey for easier hunting by hawks. Birds will hunt directly in front of, or behind, tractors or harvesters that disturb prey, sometimes within a few yards of the machinery. Temporary flooding can force prey to concentrate on higher, unflooded ground, where they are more easily seen and caught.

Tricolored Blackbird

Habitat loss and susceptibility to catastrophic events that have the potential to destroy the whole colonies are the primary reasons for the decline of this species. Tricolors are particularly susceptible to mowing and heavy grazing during the nesting season. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of tricolored blackbird habitat. Additionally, Cooperators may agree to allow

research to be conducted on Enrolled Properties to obtain additional information on the species. This species has a final Conservation Plan (Tricolored Blackbird Working Group 2007), where management activities in this Agreement support Objectives 1.2 and 2.2 by promoting voluntary management practices and restoration projects on privately owned lands and also raises awareness of tricolor nesting behavior and conservation options on ranch and farm lands. Landowners can also become aware of the ongoing research and monitoring programs available through the Tricolored Blackbird Working Group (Objectives 8.1.1, 8.1.2, and 8.1.3).

1. Restore habitat by promoting the growth of secure nesting substrates (e.g., nettles, thistles, and other naturally armored native plants) near productive foraging habitats.
2. Manage irrigation to permit a sequential watering regime in adjacent land parcels during the breeding season for tricolored blackbirds to enhance insect productivity.
3. Incorporate carefully managed grazing of these parcels to maintain an average vegetation height of 6 inches to provide optimal tricolored blackbird foraging habitat.
4. Where colonies establish, defer harvest of grain and silage crops, if feasible, until after birds have left the site.
5. Manage grazing in stock ponds to encourage vegetation that benefits this species.
6. Maintain dense riparian vegetation, including native blackberries, California wild rose, cattails, and willows.
7. Burn or disc old, senescent growth every few years.

Western Yellow-billed Cuckoo

The western yellow-billed cuckoo is threatened by loss and degradation of its habitat due to land clearing, fire, flood control projects, surface water diversions and groundwater pumping, and overgrazing by livestock. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of western yellow-billed cuckoo habitat. Additionally, Cooperators may agree to allow research to be conducted on Enrolled Properties to obtain additional information on the species. This species does not have a conservation strategy, but the management activities below have been developed to support its recovery.

1. Maintain high-quality nesting habitats (e.g., large sites with high canopy cover and foliage volume, and moderately large and tall trees.)

2. Maintain and expand dense riparian habitat with overstory, mid-canopy, understory and ground cover of native vegetation.
3. Restore and maintain adjacent upland refugia habitats for foraging in wet years, to supplement for the lack of prey species availability due to late spring flooding.
4. Use managed grazing during October through April to control invasive plant species thereby enhancing plant communities that benefit this species.

Indian Valley Brodiaea

The elimination of much of this plant's historic habitat in order to create a reservoir and land fill is the primary reason for its decline. Beneficial activities, such as those described below, will result in the enhancement and/or restoration of Indian Valley brodiaea habitat. This species does not have a conservation strategy, but management activities below have been developed by species experts to support its recovery.

1. Avoid impacts to meadows and other vernal moist areas in serpentine chaparral valley and foothill woodland, foothill grassland habitats, and Sargent cypress forest.
2. Allow research to be conducted to determine what types of grazing management regimes benefit this species. Utilize information obtained from this research to implement a grazing strategy that suppresses competing vegetation and allows the species to reproduce.

Routine Activities Associated with Rangeland Management

The following activities are considered by the Service and Department to be routine activities associated with ranching and agricultural activities that are covered under this Agreement. These routine activities would be covered for incidental take once the agreed-upon beneficial activities are implemented. As with the list of beneficial activities for Covered Species provided above, this list of routine activities is not exhaustive and serves merely to provide guidance to Cooperators as to the type of activities that the Parties anticipate will be covered under this Agreement. Routine ranching activities include the activities described below, and any others that a rancher may undertake to maintain an economically viable ranching operation. Activities that are not listed below will be reviewed by the Service and Department to determine if the activity is appropriate for coverage under this Agreement.

The Service and Department recognize that routine activities may vary from one ranching operation to another, and vary with changing environmental and economic conditions. Ultimately, the Parties believe that a rancher acting in the best interest of maintaining a

viable ranching operation also is providing significant conservation benefits for the Covered Species.

1. Livestock grazing according to normally acceptable and established levels of intensity for the various plant communities in terms of the number of head of livestock per acre of rangeland.
2. Control of ground-burrowing rodents using poisonous grain according to the labeled directions and local, State, and Federal regulations and guidelines. In areas where California red-legged frogs, burrowing owls, or giant garter snakes exist, the use of toxic or suffocating gases is prohibited due to their non-target-specific mode of action.
3. Control and management of burrow complexes using discing and grading to destroy burrows and fill openings. This activity does not apply to areas within suitable upland habitat for California red-legged frogs (within 1.7 miles of aquatic habitat), burrowing owls, or giant garter snakes (within 200 feet of aquatic habitat).
4. Routine management and maintenance of stock ponds and berms to maintain livestock water supplies. This activity does not include the intentional introduction of species into a stock pond that may prey on Covered Species, such as non-native fish and bullfrogs.
5. Routine maintenance or construction of fences for grazing management.
6. Planting, harvest, or rotation of non-irrigated forage crops as part of a rangeland livestock operation (excluding conversion of natural habitat to cultivation).
7. Maintenance and construction of livestock management facilities such as corrals, sheds, and other ranch outbuildings.
8. Repair, maintenance, or de-commissioning of unimproved ranch roads. This activity may include improvement, upgrade, or construction of new roads if approved by the Service and Department.
9. Discing of fence lines or perimeter areas for fire prevention control and other fire prevention activities.
10. Placement of mineral supplements and supplemental feeding.
11. Control and management of noxious weeds.
12. Application of herbicide and fertilizer.

13. Riparian area maintenance (e.g., clearing debris, repairing erosion on banks).
14. Activities associated with irrigated pastures (e.g., maintenance of irrigation ditches and/or water diversions).
15. Movement of livestock.
16. Use of all-terrain and off-road vehicles in pasture for ranch management activities.
17. Use of horses and horse grazing.
18. Emergency activities (e.g., fighting floods or fires).

7. “NEIGHBORING LANDOWNER” AGREEMENTS

Neighboring landowners who own rangeland within the program area that abuts or is within the immediate vicinity of an Enrolled Property may secure incidental take without committing to undertake any management activities described in Section 6 of this Agreement. The neighboring landowner must enter into a “Neighboring Landowner Agreement” with the Program Administrator (see Attachment 3). The neighboring landowner agrees to allow a qualified individual to complete the Baseline Habitat Worksheet for the Covered Species (see Attachment 4). If a Cooperator chooses to terminate a Cooperative Agreement, the neighboring landowners who have entered into “Neighboring Landowner Agreements” will continue to have assurances under this Agreement. The “Neighboring Landowner Agreement” will remain in effect for the remainder of the duration specified in the Cooperative Agreement, but may be extended on a case by case basis by the Service and Department.

8. AGREEMENT AND PERMIT DURATION

The Agreement becomes effective upon issuance of the Enhancement of Survival Permit by the Service and the Incidental Take Permit Associated with Routine and Ongoing Activities by the Department, which will be in effect for 50 years. Cooperative Agreements developed pursuant to this Agreement will be for a term of at least 10 years, but may be shorter if the Service and Department determine that certain beneficial activities will result in a net conservation benefit in a shorter period of time. This Agreement and the Federal and State permits may be extended by mutual consent of the Parties.

9. ASSURANCES REGARDING TAKE OF COVERED SPECIES

Provided that take is consistent with maintaining the Baseline conditions identified for each Enrolled Property, the Permit authorizes the Program Administrator to issue Certificates of Inclusions to Cooperators, which authorize Cooperators to take the Covered Species incidental to otherwise lawful activities in the following circumstances:

1. Implementing the beneficial activities identified in Section 6 of this Agreement.
2. Conducting routine and ongoing agriculture activities on the Enrolled Property after the beneficial activities identified in Section 6 of this Agreement have been initiated.
3. Returning the Enrolled Property to Baseline conditions. No intentional lethal take of Covered Species is anticipated.

10. MODIFICATIONS

A. Modification of the Agreement. Any party may propose amendments to this Agreement by providing written notice to, and obtaining the written concurrence of, the other parties. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon the other parties' written concurrence.

B. Termination of the Agreement. A Cooperator may terminate his/her Cooperative Agreement with the Program Administrator for any circumstances by giving written notice to the Program Administrator. In such circumstances, the Cooperator may return the Enrolled Property to Baseline conditions, without penalties or disincentives for withdrawing participation, even if the management activities identified in Section 6 of this Agreement have not been fully implemented.

C. Permit Suspension or Revocation. The Service or Department may suspend or revoke the Permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. The Program Administrator or any Cooperator has the right to appeal any suspension or revocation to a mutually agreed upon arbitrator.

D. Baseline Adjustment. The Baseline conditions for any Enrolled Property may, by mutual agreement of the Parties and the Cooperator, be adjusted if, during the term of the Cooperative Agreement and for reasons beyond the control of the Cooperator (e.g., floods or fires) or as an unintended result of properly-implemented management activities, the Baseline conditions are reduced from what they were at the time the Cooperative Agreement was negotiated.

E. Inability of the Program Administrator to Continue. If the Program Administrator is unable to perform its obligations under this Agreement, they will give written notice to the Service and Department at least 90 days prior to ceasing to perform its obligations under the Agreement. Upon receiving such notice, the Service may, at their discretion after consultation with Cooperators, either amend this Agreement and the associated permits to substitute a new Program Administrator, or, if a Cooperator prefers, convert any previously approved Cooperative Agreement into an individual agreement between the

Cooperator and the Service and Department under the same terms.

11. OTHER MEASURES

A. Remedies. No party shall be liable in monetary damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

B. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all Parties.

C. Succession and Transfer. If a Cooperator transfers his or her interest in the Enrolled Property to another non-Federal entity, the Service and Department will regard the new owner or manager as having the same rights and responsibilities with respect to the Enrolled Property as the original Cooperator, if the new owner or manager agrees to become a party to the Cooperative Agreement in place of the original Cooperator.

D. Availability of Funds. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The Parties acknowledge that the Service or Department will not be required under this Agreement to expend any Federal or State agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

E. No Third-Party Beneficiaries. This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

F. Other Listed Species, Candidate Species, and Species of Special Concern. In the event that other rangeland-associated species not initially covered by this Agreement are subsequently listed as threatened or endangered under the ESA, the Parties may consider amending the Agreement to add the newly-listed species as a Covered Species. Previously approved Cooperative Agreements may be amended to include newly-listed species as Covered Species, subject to approval by the Service and Department. The amendment of any Cooperative Agreement shall determine the Baseline conditions for the subsequently listed species in a manner approved by the Service and Department and agreed upon by Cooperator.

G. Notices and Reports. Any notices and reports, including monitoring and annual reports will be delivered to the persons listed below, as appropriate:

Safe Harbor Program Coordinator
Sacramento Fish and Wildlife Office
U.S. Fish and Wildlife Service
2800 Cottage Way, W-2605
Sacramento, California 95825

Voluntary Local Program Coordinator
California Department of Fish and Game
Habitat Conservation Branch
1416 Ninth Street, 12th Floor
Sacramento, California 95814

Program Administrator
California Rangeland Conservation Coalition
California Cattlemen's Association
1221 H Street
Sacramento, California 95814

Draft

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement/Voluntary Local Program to be in effect as of the date that the Service issues the enhancement of survival permit and the Department issues the Incidental Take Permit Associated with Routine and Ongoing Activities.

Executive Vice President
California Cattlemen's Association

Date

Field Supervisor, Sacramento Field Office
U.S. Fish and Wildlife Service

Date

Deputy Director, Resource Management and
Policy Division
California Department of Fish and Game

Date

ATTACHMENT 1

COOPERATIVE AGREEMENT

**California Rangeland Conservation Coalition
Safe Harbor Agreement/Voluntary Local Program**
Cooperative Agreement Number _____

Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public _____

This is a voluntary agreement that recognizes the unique and important role that private landowners in California can play in helping wildlife valued by the people of the state and of the nation. The purpose of the agreement is to enable land management activities beneficial to rare species to be carried out on privately owned land while minimizing the impact of such activities on the right and ability of the owner or manager to use it as he or she wishes. The terms of this agreement are as follows:

1. The California Cattlemen's Association ("Program Administrator") and _____ (Cooperator) have entered into this Agreement to improve and manage habitat for the betterment of wildlife, including the Covered Species. The Enrolled Property is delineated on the attached map (Exhibit A).
2. The U. S. Fish and Wildlife Service (Service) has issued an Enhancement of Survival Permit to the Program Administrator that authorizes the Cooperator to incidentally take Covered Species during routine and on-going ranching activities until the year [20..].

The California Department of Fish and Game (Department) has approved a Voluntary Local Program that removes the prohibition for take of State-listed species due to routine and ongoing agricultural activities for landowners participating in the Programmatic Safe Harbor Agreement and Voluntary Local Program until the year [20..].

3. The Cooperator agrees to the following:
 - A. The Cooperator will conduct, or allow to be conducted, activities to improve habitat for the Covered Species on the Enrolled Property. A description of the beneficial activities that the Cooperator proposes to conduct on the Enrolled Property is provided in Exhibit B. The Cooperator agrees to maintain the improved habitat for a period of 10 years from the date of this Cooperative Agreement. Cooperative Agreements may be shorter than 10 years if the Service and Department determine that certain beneficial activities will result in a net conservation benefit in a shorter period of time.
 - B. The Cooperator will ensure that a qualified individual completes the baseline habitat worksheet (Attachment 4 of the Agreement). If requested by the Service and

Department, the Cooperator will allow a qualified individual identified by the Program Administrator access to the Enrolled Property to verify the Baseline determination.

- C. The Cooperator agrees to comply with all of the monitoring components required in the Safe Harbor Agreement/Voluntary Local Program. A description of the required monitoring reports follows:

(1) The Cooperator will provide a brief annual report to the Program Administrator (Exhibit C). The report will be due annually on December 31. The report should identify the activities that were completed to improve habitat for the Covered Species on the Enrolled Property, as well as information describing whether the activities have resulted in improvements in habitat quality, or if activities should be modified in some manner to increase success. This report contents will provide sufficient feedback that describes reasonably attainable interim targets and long-range goals for increasing the quantity and quality of wildlife habitat on the enrolled property and ultimately program-wide. The report should also notify the Program Administrator if any living or dead Covered Species were observed during the year.

(2) The Program Administrator will collect all of the individual annual reports provided by the Cooperators and summarize the information in a comprehensive annual report to the Service and Department. A template for this comprehensive annual report is provided in Attachment 2 of the Safe Harbor Agreement/Voluntary Local Program. This comprehensive annual report is due to the Service and Department on March 31 of each year.

(3) The Program Administrator is also required to provide a report to the Service and Department for each Cooperative Agreement once every three years. This report is more in-depth than the annual report completed by the Cooperator. This report will be prepared by a biologist approved by the Program Administrator and the Cooperator. The report will assess the condition of the habitats being managed under the Cooperative Agreement, and determine if beneficial activities could be modified to improve success. The Cooperator will allow the biologist access to the Enrolled Property for the purposes of completing this report, and the Program Administrator will give the Cooperator reasonable notice of these visits.

- D. The Cooperator will give the Program Administrator at least 90 days notice of any planned activities that the Cooperator reasonably anticipates will result in incidental take of Covered Species on the Enrolled Property. The Program Administrator will then notify the Service and Department to give them the opportunity to rescue and relocate any Covered Species from the Cooperator's land.

- E. The Cooperator agrees to notify the Program Administrator if the Cooperator decides to sell or transfer ownership or management of the Enrolled Property. The Cooperator also agrees to notify the new landowner of this Cooperative Agreement

so that the new owner can become a party to it if he or she wishes.

4. The Program Administrator has issued the attached Certificate of Inclusion to the Cooperator. This Certificate authorizes the Cooperator (or designees) to incidentally take Covered Species during the following activities:
 - A. Implementing the beneficial activities identified in Attachment B of this Cooperative Agreement.
 - B. Conducting routine and ongoing ranching activities on the Enrolled Property after the beneficial activities identified in Attachment B of this Cooperative Agreement have been initiated.
 - C. Returning the Enrolled Property to Baseline conditions. No intentional lethal take of Covered Species is anticipated nor authorized.
5. The Cooperator may terminate the Cooperative Agreement for reasons beyond his/her control at any time by giving 90 days written notification to the Program Administrator, in which case the Cooperator's right to incidentally take the species under the Certificate of Inclusion will expire. This Cooperative Agreement can be renewed, extended, or modified at any time subject to approval of the Cooperator and the Parties.
6. The Cooperator and the Program Administrator agree with respect to liability and indemnification for injuries to persons or property arising out of this Agreement as follows: [details may vary from agreement to agreement] Cooperator assumes no liability for injury to any employee or representative of the Program Administrator in the course of any visit to the property under this agreement. The Program Administrator shall not be liable for any damage to the property of the landowner arising from any visit to the property pursuant to this Agreement.
7. Nothing herein affects the right of the Cooperator to seek to establish the Enrolled Property as a Preserve, Mitigation Bank, Conservation Easement, etc., provided that nothing in either this Agreement or the other instrument diminishes or enlarges any obligations imposed by the other with respect to such lands.

Program Administrator:

California Rangeland Conservation Coalition
California Cattlemen's Association
1221 H Street
Sacramento, California 95814

California Cattlemen's Association

Cooperator

Name _____

Name _____

Date _____

Date _____

Draft

California Rangeland Conservation Coalition
Safe Harbor Agreement/Voluntary Local Program

CERTIFICATE OF INCLUSION

This certifies that the property described as follows [DESCRIPTION], owned by [NAME OF COOPERATOR], is included within the scope of the Enhancement of Survival permit issued by the U.S. Fish and Wildlife Service on [DATE] (Permit No. _____) and the Incidental Take Permit issued by the California Department of Fish and Game on [DATE] (Permit No. _____), for a period of 50 years to the California Cattlemen's Association under the authority of § 10(a)(1)(A) of the Endangered Species Act of 1973, as amend, and in accordance with §2086 of CESA . This permit authorizes certain activities by participating landowners as part of a Safe Harbor Agreement/Voluntary Local Program to maintain, restore, and enhance grassland, oak woodland, chaparral, riparian, wetland, and vernal pool habitat for covered listed species, while providing incidental take coverage for associated habitat enhancement and routine and ongoing agricultural activities. Pursuant to the permits and this certificate, the holder of this certificate is authorized to engage in activities on the above described property that may result in the incidental taking of such species, subject only to the terms and conditions of such permit and Cooperative Agreement No. _____ entered into pursuant thereto by the California Cattlemen's Association and [NAME OF COOPERATOR] on [DATE].

California Cattlemen's Association
Program Administrator

Title

Date: _____

Exhibit A of Cooperative Agreement

[Map of the property subject to the cooperative agreement]

Draft

Exhibit B of Cooperative Agreement

[Specifications for beneficial management, enhancement, and restoration actions to be carried out]

Draft

Exhibit C of Cooperative Agreement

Annual Report from Cooperator to Program Administrator

Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public _____

County _____ Date _____ Observer(s) _____

Cooperative Agreement Number: _____

This form will be available to participants electronically or as a hard copy. Response length is entirely up to you with ample room provided respond to questions. When completing the annual report cooperators may seek assistance from the Program Administrator or another individual whom they choose (e.g. Resource Conservation District Staff, Natural Resources Conservation Service staff, etc.)

Please answer each of the questions below to the best of your knowledge:

Covered Species & Enrolled Property

- What species are covered under the Cooperative Agreement?
- What management practices did you implement that benefit species covered under the agreement? Please include habitat management, grazing management plan (timing, density, & acres), etc.
- What restoration activities did you complete this year that benefit species covered under the agreement? Please list size, scope, partners and when the project took place.
- Were the management and/or restoration activities you previously described significantly different from those listed in Exhibit B of your Cooperative Agreement? Why?
- What challenges did you encounter when implementing management practices and/or restoration activities to benefit covered species?
- Have you observed or seen indications of covered species on the enrolled property in the past year? *If yes, please briefly describe.*
- What beneficial, avoidance or minimization measures have you carried out on the ranch this year? Were they successful in benefiting covered species?

- What are your long term goals for increasing biological diversity on the enrolled property?

General Questions

- How can this Program provide flexibility and create incentives, encouraging additional landowner participation?
- How can ranchers gain wildlife benefits without compromising economic viability?
- What can be done to further improve biological diversity on private lands in California?

Other:

- Do you have any comments or additional information?

Documentation

Provide photographs of the habitat from all of the photo points that were established during the baseline survey for each of the covered species. Please provide additional photographs taken this year of species habitat and enhancement projects that were completed.

ATTACHMENT 2

Annual Report from California Cattlemen's Association to

the U.S. Fish and Wildlife Service and the California Department of Fish and Game

Permittee's Name: California Cattlemen's Association

Federal Permit Tracking Number: TE-XXXXXX-0

California Permit Tracking Number: 2086-XX-XX-XX

Location: Shasta, Tehama, Butte, and Glenn counties, California

Covered Species: Attach list

Report on Enrolled Properties: Provide a comprehensive list of the properties enrolled in the program since its inception including information on location, landowner or unique certificate number, acreage, habitat types, a list of enhancement actions completed, status of enrollment, and contact information. Landowners may elect to have their personal information and property location kept confidential in this report.

Report on the Monitoring Program: Describe in general terms the results of any surveys carried out in the year covered by the report; append a copy of the report. Describe any major changes in the collective condition of Covered Species included in the Baseline or habitat restored as part of the Cooperators' restoration plans. Describe any evidence of utilization of such habitat by the Covered Species. Append to this report copies of all reports (with personal information deleted, if requested by individual Cooperator) submitted to the Program Administrator by Cooperators since the last annual report.

Report on Areawide Management and Conservation Actions: As necessary to supplement the monitoring reports above, summarize the extent and condition of managed or restored native vegetation on the collective enrolled properties. Describe any apparent year-to-year trends in restoration success in the region, as well as significant differences in restoration success between sites. Describe any relevant regional conditions (e.g., drought, flood, fire, etc.) that may be required to interpret the management activities described in the appended annual reports from the Cooperators. Finally, please convey any suggestions for adaptive management of restored areas that may have emerged from the program so far.

Provide a summary on how to improve voluntary participation by farmers and ranchers and further provide benefits to wildlife.

ATTACHMENT 3

Neighboring Landowner Agreement

Please check here if the Cooperator wishes to have his/her information remain confidential and not released to the public _____

1. [Owner] owns land (hereafter “the Property”) in XXX County, California, that is designated on the attached map and that is adjacent to land enrolled in the Programmatic Safe Harbor Agreement and Voluntary Local Program between the California Cattlemen’s Association and the United States Fish and Wildlife Service (hereafter “the Service”) and California Department of Fish and Game (hereafter “the Department”), dated [date]. The Programmatic Safe Harbor Agreement/Voluntary Local Program, and the permits issued by the Service and Department authorize participating landowners who enter into Cooperative Agreements to restore habitat for the Covered Species on land enrolled in the program to take Covered Species incidental to routine and ongoing agricultural activities on the enrolled land, provided that Baseline conditions as specified in such Cooperative Agreements are maintained.

2. The California Cattlemen’s Association serves as the Program Administrator of the Programmatic Safe Harbor Agreement/Voluntary Local Program and is authorized to enter into both Cooperative Agreements with landowners who enroll land in the program and Neighboring Landowner Agreements with landowners who own land adjacent to land enrolled in the program. Neighboring Landowner Agreements confer upon neighboring landowners the same rights to take Covered Species incidental to routine and ongoing rangeland management activities on neighboring land, subject to requirements as are set forth in this Agreement.

3. The Program Administrator, the Service, and the Department have determined Baseline conditions on the property (see Attachment 4, Baseline Habitat Worksheet). So long as baseline for the Covered Species is maintained on the Property, [owner] may incidentally take those species in the course of routine and ongoing rangeland (agricultural) management activities on of the property, subject to Section 4 below. As used herein, “incidental” take refers to the unintentional or unavoidable killing or injuring of Covered Species in the course of carrying out routine and ongoing agricultural activities. Nothing herein authorizes [Owner] to capture, collect, or deliberately kill or injure any such species.

4. [Owner] agrees to give the Program Administrator at least 90 days notice (except when precluded by emergency situations) of any planned activity that the owner reasonably anticipates will result in incidental take of Covered Species on the property, and provide the Service, Department, or other mutually agreed-upon entity access and opportunity to relocate any affected individuals of the Covered Species, if appropriate.

5. This Neighboring Landowner Agreement remains in effect until [date].

6. Nothing herein affects the right of [Owner] to seek to establish the Property as a Preserve, Mitigation Bank, Conservation Easement under a Habitat Conservation Plan or other conservation instrument.

[Owner]

Date

California Cattlemen's Association

Date

Draft

ATTACHMENT 4

**PROTOCOL FOR DETERMINING BASELINE HABITAT
FOR LANDOWNERS ENROLLING IN
THE CALIFORNIA CATTLEMAN'S RANGELAND COALITION
PROGRAMMATIC SAFE HARBOR**

Note: This form will be submitted with the Cooperative Agreement

Owner's name _____

Evaluator's name _____ Date _____

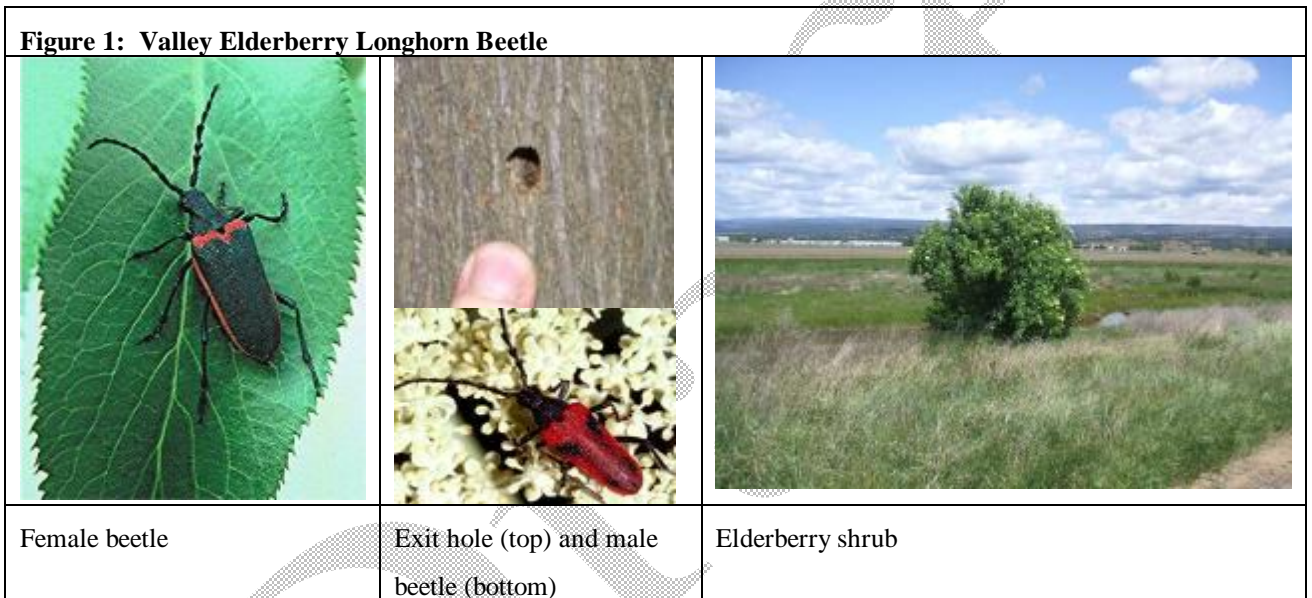
Ranch name and location _____

GPS coordinates _____ Quad sheet _____

For each Enrolled Property, pre-Agreement conditions (baseline) shall be based upon a survey of the Enrolled Property, not more than 18 months prior to the signing of the Cooperative Agreement, to delineate the locations of all habitats for listed species that will be covered under the Cooperative Agreement.

Valley Elderberry Longhorn Beetle

This species depends on elderberry bushes having one or more stems that are 1.0 inch or greater in diameter at ground level. Baseline information will quantify the size classes of elderberry stems. Additionally, the baseline assessment will contain information regarding the location of elderberry shrubs (riparian or upland) and the presence of exit holes. Figure 1 provides photographs of the beetle, elderberry shrubs, and a typical “exit hole”, which is left when an adult beetle emerges from the stem.



Baseline will consist of all elderberry shrubs on the enrolled property that are 1.0 inch or greater in diameter at ground level. Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Total number of elderberry shrubs located on the enrolled property (including shrubs that are less than one inch in diameter at ground level)

Provide a map of the enrolled property that depicts the location of these shrubs. Of these shrubs, approximately how many have stems that are:

- Greater than 1 inch but less than 5 inches in diameter at ground level? _____
- 5 inches in diameter or greater at ground level? _____

Have exit holes been detected on any shrubs within the enrolled property? (yes/no)_____

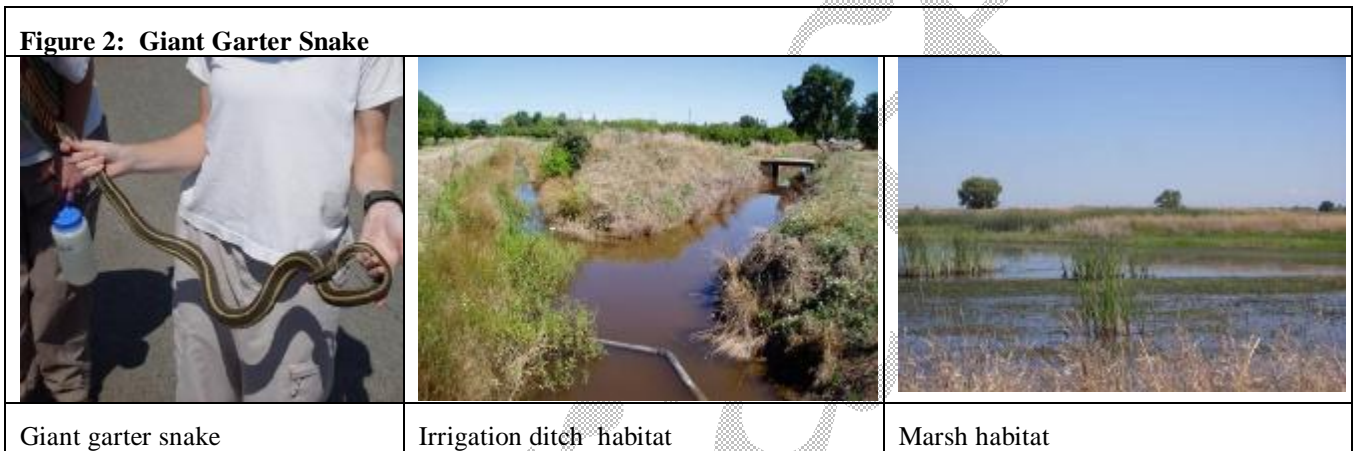
If exit holes have been detected, please provide a photograph of the exit hole(s) and other additional information, which may include a general description of where the elderberry shrub is located (riparian/upland), other plant species in the vicinity (if known), density of surrounding canopy (i.e., open/dense), the approximate distance to other elderberry shrubs, and whether the shrub contains one or more exit holes.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Draft

Giant Garter Snake

This garter snake is highly aquatic and is found in irrigation and drainage canals/ditches, rice fields, marshes, sloughs, ponds, small lakes, and low-gradient streams. Giant garter snakes are typically absent from wooded riparian areas and large rivers. Giant garter snakes are dormant from mid-fall to early spring, and during this dormant period this species will utilize small mammal burrows above prevailing flood elevations. Figure 2 provides a photograph of the species and representative photos of habitat for giant garter snake.



Baseline will consist of the total acreage of suitable aquatic habitat for this species and surrounding upland habitat within 200 feet of the aquatic habitat. Please fill out the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of aquatic habitat present within the enrolled property (i.e., drainage canals, marshes, rivers, etc.).

Provide representative photographs of the aquatic features that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable aquatic features within the enrolled property.

What is the approximate acreage of suitable aquatic habitat within the enrolled property?

What is the approximate acreage of suitable upland over-wintering habitat within the enrolled property (i.e., suitable upland habitat within 200 feet of aquatic features)?

How were the two acreage amounts (baseline) calculated? Methods may include GIS, or measurements made on the ground.

Provide a general description of the hydrology of the aquatic features. Do the features contain water year-round, or only during a portion of the year?

Provide a description of potential prey species present (i.e., bullfrog or tree frog tadpoles or small fish species) and potential predators (i.e., adult bullfrogs, egrets, herons, large fish species).

Draft

Vernal Pool Species

Federally-listed vernal pool species can utilize seasonal wetland features that are inundated with water for at least two week periods from late October to early July. These wetland features must remain dry from late July to early October for the species to utilize the habitat. Some vernal pool species, in particular plants, require substantially longer inundation periods. Figure 3 provides representative photographs of vernal crustacean and plant habitat.



Baseline will consist of the total acreage of seasonal wetland habitat that is inundated by water for two weeks or more from late October to early July. Wetland features may pond and dry periodically throughout October to July and do not need to be inundated continuously during this period to be considered suitable vernal pool habitat.

Please fill out the following information to determine baseline, as well as provide valuable information regarding these species:

What is the approximate acreage of suitable aquatic habitat within the enrolled property?

How was this acreage amount (baseline) calculated? Methods may include GIS, or measurements made on the ground.

Provide representative photographs of the suitable seasonal wetlands that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that shows the general location and approximate size of each seasonal wetland feature within the enrolled property.

Provide a general description of the hydrology of the seasonal wetland features. When do the wetlands typically hold water and for how long?

Draft

California Red-legged Frog

The California red-legged frog uses a variety of habitats. In some cases, they may complete their entire life cycle in a particular habitat (i.e., a pond is suitable for all life stages). Overall, populations are embedded within a matrix of habitats used for dispersal. Breeding habitat is aquatic, and may include streams, deep pools, backwaters within streams and creeks, ponds, marshes, and lagoons. Breeding habitat is typically associated with deep (greater than two feet), still or slow moving water, and dense, shrubby riparian or emergent vegetation. During periods of wet weather, starting with the first fall rains, some individuals may make overland excursions through upland habitats. During dry periods, the California red-legged frog is rarely encountered far from water and they depend on aquatic features such as stream courses and riparian habitat to disperse. Figure 4 contains representative photographs of suitable habitat for this species.

Figure 4: California red-legged frog		
		
Ca. red-legged frog	Pond habitat	Stream habitat

Baseline will include all suitable aquatic breeding and dispersal habitat within the enrolled property. Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

What is the approximate acreage of suitable aquatic breeding habitat within the enrolled property?

What is the approximate acreage of suitable dispersal habitat within the enrolled property?

How were these acreage amounts (baseline) calculated? Methods may include GIS, or measurements made on the ground.

Provide representative photographs of the suitable breeding and dispersal habitat that are present within the enrolled property. Also provide representative photographs of the suitable upland dispersal habitat within the enrolled property. Photo points should be established to be utilized for

the annual report that is provided to the Program Administrator.

Provide a map that shows the general location and approximate size of each suitable breeding wetland habitat and associated dispersal habitat within the enrolled property.




Provide a general description of the hydrology of the seasonal wetland features. When did the wetlands hold water and for how long?

Provide a description of potential prey species present (i.e., bullfrog or tree frog tadpoles or small fish species) and potential predators (i.e., adult bullfrogs, egrets, herons, large fish species).

DRAFT

Swainson’s Hawk

Swainson's hawk is a migratory raptor that nests in the Central Valley of California generally in scattered trees or along riparian systems adjacent to agricultural fields or pastures. These open fields and pastures are the primary foraging areas. Research has documented the importance of suitable foraging habitats (e.g., annual grasslands, pasture lands, alfalfa and other hay crops, and combinations of hay, grain and row crops) within flight distance from active Swainson's hawk nests (typically a ten mile radius). Unsuitable foraging habitat types include crops where prey species (even if present) are not available due to vegetation characteristics (e.g. vineyards, mature orchards, and cotton fields, dense vegetation, etc.). Much of the potential nesting habitat is in riparian forests, although isolated and roadside trees are also used. Nest sites are generally adjacent to or within easy flying distance to alfalfa or hay fields or other habitats or agricultural crops which provide an abundant and available prey source. Preferred nest trees include valley oaks (*Quercus lobata*), Fremont's cottonwood (*Populus fremontii*), willows (*Salix* spp.), sycamores (*Platanus* spp.), and walnuts (*juglans* spp.). The following vegetation types/agricultural crops are considered optimal small mammal and insect foraging habitat for Swainson's hawks: (1) alfalfa; (2) fallow fields; (3) beet, tomato, and other low-growing row or field crops; (4) dry-land and irrigated pasture; (5) rice land (when not flooded); (6) cereal grain crops (including corn after harvest).

Figure 5: Swainson’s Hawk		
		
Adult Swainson’s hawk	Typical foraging habitat	Swainson’s hawk nest

Baseline assessment for Swainson’s hawk will evaluate suitable nest trees as well as the quantity (acres) and quality (crop type or vegetative cover type) of foraging habitat.

Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of vegetation, habitats and cultivated crops present within

the enrolled property (i.e. riparian, grassland, alfalfa etc.)

Provide representative photographs of the vegetative cover types and features that are present within the enrolled property. Photo points should be established to be utilized for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable vegetative cover or crops within the enrolled property.

What is the approximate acreage of suitable vegetation or crop habitat within the enrolled property?

What is the approximate number and type of suitable nest trees present on the enrolled property?_

Provide a general description of the normal crop rotation the enrolled property has over a 10 year period.

What is the total number of Swainson's hawk nests documented on the enrolled property?

How many years have Swainson's hawk nested on the enrolled property during the last ten years (if known)?

Provide a map of the enrolled property that depicts the location of confirmed Swainson's hawk nests. The nest locations may be labeled as occupied by year if known. If possible, provide a map depicting the location of Swainson's hawk nests mapped within 10 miles of the enrolled property.

Provide representative photographs of the suitable habitat for this species that is present within the enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Western Yellow-billed Cuckoo

Western yellow-billed cuckoos require dense mature riparian habitat for nesting and brood rearing. This habitat is generally in close association with riparian woodlands with developed understory canopies. River bottom habitats near slow moving water courses are ideal nesting habitat. In the Sacramento Valley, orchards adjacent to streams have also been utilized by this species. Colonization or the detection of this species in foothill habitats is not likely; however, habitat linkages of sufficient sizes and quality are increasing due to recent conservation efforts and can potentially move birds into new territories.

Figure 6: Yellow-billed cuckoo		

Provide a general description of the types of vegetation and habitat types present within the enrolled property (i.e. riparian, grassland, irrigated pasture, agricultural, etc.)

What is the approximate acreage of suitable habitat within the enrolled property?

Does the property contain at least 10 acres of suitable habitat that is in one contiguous block?

How was this acreage amount calculated? Methods may include GIS, or measurements made on the ground.

Is the enrolled property located within 10 air miles from known summer locations of yellow-billed cuckoos?

If possible, a Cooperator may elect to have surveys conducted on the enrolled property. Using standard protocol playback vocalization methods for yellow-billed cuckoo (S.A. Laymon), conduct three repetitive call surveys: one in late June, one in early July, and one in mid July, using the paired yellow-billed cuckoo “kowlp” call. Playback equipment must be capable of projecting the "kowlp" call at least 100 meters with a minimum of distortion. Surveys are conducted between the hours of 6:00 AM and noon.

Provide representative photographs of the suitable habitat for this species that is present within the

enrolled property. Established photo points should be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable habitat types within the enrolled property.

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Burrowing Owl

Draft

Tricolored Blackbird

Draft

Indian Valley Brodiaea

Indian Valley brodiaea is a perennial herb with dark-brown, fibrous-coated corms. The corms are dormant during the summer and fall. Following the start of the winter rainy season, the plants send up three to five grasslike leaves. The plants bloom in late May and June, sending flowering shoots up to 8 inches tall with 3-6 pink flowers. After setting seed, the plants return to their summer dormancy. Indian Valley brodiaea grows in meadows and other vernal moist areas in serpentine chaparral or Sargent cypress forest, between 1,115 and 4,760 feet elevation. Associated woody species include chamise (*Adenostoma fasciculata*), leather oak (*Quercus durata*), Sargent cypress (*Cupressus sargentii*), and gray pine (*Pinus sabiniana*). Associated grasses and forbs include meadow barley (*Hordeum brachyantherum*), California melic (*Melica californica*), pine bluegrass (*Poa secunda*), turpentine weed (*Trichostema laxum*), chaparral buckwheat (*Eriogonum dasyanthemum*), and California balsamroot (*Balsamorhiza macrolepis*). The soils are derived from serpentine and are mapped as the Henneke, Okiota, Dubakella, and Montara soil series. Most of the known populations are in Lake County in the vicinity of Indian Valley Reservoir, with a few other occurrences in adjacent Colusa County and additional populations reported from Glenn and Tehama Counties. The taxonomic identity of some of these populations is in question, and it may take the assistance of a taxonomic specialist to confirm the species determination of some populations.

Figure 9: Indian Valley Brodiaea



Baseline will consist of the total acreage of suitable serpentine habitat for this species.

Please provide the following information to determine baseline, as well as provide valuable information regarding this species:

Provide a general description of the types of serpentine habitat within the enrolled property (i.e., serpentine grassland, serpentine chaparral, Sargent cypress forest, etc.).

Provide representative photographs of the serpentine habitats that are present within the enrolled property. Photo points should be established to be used for the annual report that is provided to the Program Administrator.

Provide a map that depicts the suitable and non-suitable serpentine habitat within the enrolled property.

What is the approximate acreage of suitable serpentine habitat within the enrolled property?

How was the acreage amount (baseline) calculated? Methods may include GIS or measurements made on the ground.

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ATTACHMENT 5

Avoidance and Minimization Measures for State Listed Species

California Fish and Game Code §2086 requires that Voluntary Local Programs include measures to avoid and/or minimize impacts to candidate, threatened, and endangered species. In addition to the beneficial activities described for each State listed species, individual Cooperative Agreements will also include measures sufficient to avoid and/or minimize impacts to State listed species. The measures listed below are standard practices for the listed species, but do not cover all possible measures.

Many species experts from the Service, Department, and private entities worked to develop the avoidance and minimization measures using the best scientific information available to them. The avoidance and minimization measures associated with the management and beneficial activities are intended to be flexible, avoid take of listed species, and maximize wildlife benefits without compromising the economics of the Cooperators' agricultural operations.

If returning to baseline, Cooperators must contact the Service and Department through the Program Administrator within 90 days to work on an individual basis to avoid and minimize impacts to the Covered Species on the Enrolled Property. Each Covered Species is unique in its biological needs, just as each enrolled property is unique in its contribution to wildlife benefits. Flexibility in implementation shall be maintained throughout the term of the Agreement to ensure maximum participation of Cooperators and to gain maximum wildlife benefit.

The following are species-specific avoidance and minimization measures that should be referred to and implemented to the greatest extent possible during enhancement of habitat, routine and ongoing activities, and return to baseline. If the Cooperators have ideas on how to avoid and minimize impacts to their Covered Species that are not listed below, the Service and Department will work together with the Cooperator to implement new approaches in a biologically sound manner.

Vernal Pool Plants (*Butte County meadow foam, hairy Orcutt grass, slender Orcutt grass, Greene's tuctoria, Bogg's Lake hedge-hyssop*)

1. Ensure that livestock minimize the use of vernal pool habitat containing plants that are sensitive to grazing late in spring or early summer. This will ensure that livestock avoid vernal pool plants before they set seed.
2. Drive vehicles around and not through vernal pools.
3. Ensure that livestock minimize the use of vernal pool habitat containing plants that are sensitive to grazing (e.g., Greene's tuctoria) late in spring or early summer. This will ensure that livestock avoid vernal pool plants before they set seed.

Indian Valley Brodiaea

1. Avoid activities in serpentine soil areas that could impact this species such as mowing, discing and heavy grazing.

Giant Garter Snake

1. Allow livestock to graze lightly around suitable aquatic habitat for the giant garter snake and avoid heavy grazing.
2. Avoid construction activities within 200 feet from the banks of giant garter snake aquatic habitat. Confine movement of heavy equipment to existing roadways to minimize habitat disturbance. Restore disturbed areas to pre-project conditions.
3. Construction activities within the snake's habitat should be conducted between May 1 and October 1, which is during their active season when they are more likely to move and avoid danger.
4. Drain suitable giant garter snake aquatic habitat for at least 15 consecutive days in advance of any maintenance activities to allow snakes to escape.
5. If construction of cattle grazing structures is necessary, use appropriate avoidance measures. Construction poses more danger to giant garter snakes during their inactive period, because they are occupying underground burrows or crevices and are more susceptible to direct mortality, especially during excavation in potential over-wintering sites.

Swainson's Hawk

1. Avoid non-routine, potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity (approximately 500 yards) of active nests during the pre-nesting and incubation phases (March 15 to May 15).

Western Yellow-billed Cuckoo

1. Avoid riparian maintenance activities during the nesting season, May to September.
2. Avoid new (non-routine) potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity of riparian habitat during the nesting season, May to September.

In addition to the above State listed species, the California Rangeland Conservation Coalition Safe Harbor Agreement/Voluntary Local Program addresses habitat enhancement for other species considered sensitive by the State of California. Cooperators are encouraged to

implement the following avoidance and minimization measures to reduce impacts to these species thereby aiding in their conservation.

Burrowing Owl

1. Avoid or minimize ground squirrel control activities on Enrolled Property.
2. Minimize off-road vehicle use near occupied burrowing owl habitat and avoid off-road vehicle in and around occupied habitat.
3. Control unleashed pets within occupied burrowing owl habitat.
4. Avoid extensive use of pesticides in foraging areas that may harm insect prey.
5. Avoid ground disturbing activities that will impact occupied burrows.
6. Avoid non-routine, potentially disruptive activities, or activities that suddenly increase in intensity or volume, in the immediate vicinity (approximately 250 feet) of occupied burrows during nesting season (February 1 – August 31).
7. If returning to baseline, avoid impacts until after the young have fledged, and consult a Department biologist familiar with burrowing owls to develop a plan of action to minimize impacts to owls that must be evacuated.
8. Relocation (translocation) has not proven to be successful for the burrowing owl, so this technique is not encouraged by the Department.

Tricolored Blackbird

1. During the months of April through August, avoid maintenance of wetland areas and ponds with cattail, bulrush, and/or other erect emergent vegetation that may provide suitable nesting habitat.