From: Bardolf, Jane
To: Jeff Everett
Subject: Re: Multi-County permits
Date: Thursday, March 12, 2015 11:08:02 AM
Attachments: Full TE56630B-0.pdf
Full TE56631B-0.pdf
Full TE56814B-0.pdf
Full TE56818B-0.pdf
Full TE56830B-0.pdf

Just in case I drop off the face of the earth, here are the latest versions, hopefully there won't be any more edits but I will let you know if there are. Note I did not change the file names from the last version earlier today so be careful of that. Larry did catch an inappropriate reference to Harney County in the permit terms and conditions as well as a number of punctuation issues. Cheers Jane

On Thu, Mar 12, 2015 at 10:40 AM, Jeff Everett <jeff_everett@fws.gov> wrote:

> OK thanks Jane – I'm pulling together my other materials but will hold off on printing the permits until I hear from you. Cheers,
>
> J-
>
> **From:** Bardolf, Jane [mailto:jane_bardolf@fws.gov]
> **Sent:** Thursday, March 12, 2015 10:38 AM
> **To:** Jeff Everett
> **Subject:** Re: Multi-County permits
>
> Jeff, Don't bother printing these as there are already changes from Larry's review. Once I am sure that there won't be any more edits I will send you another set (tonight or early tomorrow morning) . Thanks Jane
>
> On Thu, Mar 12, 2015 at 7:18 AM, Bardolf, Jane <jane_bardolf@fws.gov> wrote:
>
> Jeff, Good Morning. I am sending you the permits with the correct signing date on them. There is a chance that these will still be edited through the surnaming process. I will let you know as soon as I know if that happens but I want you to have them in your possession:) for the signing ceremony.
>
> Richard will sign the FONSI and FIndings here in the RO and the CCAAs and permits at the signing ceremony.

Jane

--

Jane Bardolf, Section 10 Coordinator

USFWS, R1 Endangered Species

911 NE 11th Ave, 4th floor East

Portland, Oregon 97232

Ph: 503-231-2374 Fax: 503-231-6243

--

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Jane Bardolf, Section 10 Coordinator
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Ph: 503-231-2374 Fax: 503-231-6243

DEPARTMENT OF THE INTERIOR
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
911 NE 11th Avenue
Portland, OR 97232-4181
permitsR1ES@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

BAKER VALLEY SOIL AND WATER CONSERVATION DISTRICT
3990 MIDWAY DRIVE
BAKER CITY, OR 97814
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE56630B-0

4. RENEWABLE
☒ YES
☐ NO

5. MAY COPY
☒ YES
☐ NO

6. EFFECTIVE
03/18/2015

7. EXPIRES
03/17/2045

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
TIM A KERNS
CHAIR

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. CANDIDATE CONSERVATION - E & T WILDLIFE

10.
Approximately 500,000 acres of privately-owned lands with sage-grouse habitat in Baker and Union Counties, Oregon as shown in Figure 6 of the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Baker and Union Counties, Oregon.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

Also valid for use by permittee's authorized agents.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
See Condition O.

ISSUED BY	TITLE	DATE
	DEPUTY REGIONAL DIRECTOR, REGION 1	3/18/2015

U.S. FISH AND WILDLIFE SERVICE
SPECIAL TERMS AND CONDITIONS FOR PERMIT TE56630B-0

E. Acceptance of this permit serves as evidence that the permittee, Baker Valley Soil and Water Conservation District (SWCD), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.

F. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Baker and Union Counties, Oregon (CCAA).
2. These permit terms and conditions supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
3. Full and complete compliance with applicable local, State, Federal, and Tribal laws, regulations, and restrictions governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.

G. The permittee, will work with interested non-Federal landowners to develop site-specific plans (SSPs) consistent with the programmatic CCAA. Upon receiving a Letter of Concurrence from the Service regarding an SSP, the permittee will enroll the SSP lands under the CCAA through a certificate of inclusion (CI) with participating landowners. A copy of the CCAA and this permit will be included with each SSP/CI.

H. The U.S. Fish and Wildlife Service (USFWS) will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SSP only after determining that it meets the CCAA standard which states*: "When evaluating a potential CCAA, the FWS must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species."*

I. By signing the CI, participating landowners become authorized agents of the permittee, and will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties* and the conservation commitments identified in their SSP.

J. If mitigation actions for offsite developments are proposed on enrolled lands, participating landowners will notify permittee, and permittee will notify the USFWS. The USFWS will review the information to ensure that the proposed actions do not conflict with the CCAA and agreed upon provisions in the participating landowner's SSP; and ensure that applicable mitigation agreements are in place.

K. **<u>Incidental Take Authorization</u>:** Incidental take of the greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) enrolled under the CCAA. If all eligible lands, approximately 500 thousand acres, are enrolled under the programmatic CCAA the Service would exempt incidental take of up to an average of 49 sage-grouse per year based on a rolling 5-year average. The USFWS will update the amount of authorized take as acres of PPH/PGH are approved for enrollment under an SSP/CI, as specified in Section 12. *Authorized Take* of the CCAA. The USFWS will provide this information to the permittee in the letter of concurrence for each approved SSP.

L. Upon locating any dead or injured sage-grouse permittee and participating landowners will immediately notify the appropriate USFWS or Oregon Department of Fish and Wildlife (ODFW) office (see item R below) and follow their instructions for proper handling and disposition of such specimens. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

M. **<u>Assurances</u>:** The assurances provided for in the CCAA and through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee and all participating landowners that are fully implementing their commitments under the CCAA and their SSP/CI, respectively.

N. The tracking system to be used in communications between permittee and USFWS will be as follows:

1. Each participating landowner will be assigned an identifier (ID), this ID will be used in place of the landowners name on all documents provided to the Service.
2. Maps provided to the USFWS *<u>will not show</u>*: legal descriptions, place-names, locator maps or PPH & PGH coverage.
3. Maps provided to the USFWS at a minimum *<u>will show</u>*: lands to be enrolled, background NAIP imagery, monitoring units/parcels and ecological states of parcels. Each parcel monitored will be assigned a number or letter and this will be depicted on the map.
4. SSP files will be available for USFWS inspection at the Baker Valley SWCD office and for use during site-visits to enrolled lands.
5. Permittee will retain in their files a master list of landowner names and contact information that correlates to the ID; photos; original inventory and monitoring forms (those contained in *Appendix D of the CCAA*); field notes; interview notes; detailed maps; and legal description of enrolled lands.

O. **<u>Reporting Requirements</u>:** Permittee will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SSP, one report for each participating landowner, must be completed and sent to the USFWS office indicated under item R. by *<u>January 31st</u>* for the previous calendar year.

2. Annual reports will contain the following information using the tracking system detailed in *Section G* above:
    i. Acres of habitat enrolled and quantification of acres that are designated as PPH or PGH.
    ii. Current ecological state of enrolled lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA,)*
    iii. Conservation Measures (CMs) implemented in the reporting year for each SSP to be used for compliance monitoring.
    iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes
    v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring or any other monitoring results.
        1. For each monitoring unit (pasture etc.) compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
        2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
    vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SSP.
    vii. Photos from all photo point monitoring.
    viii. Annual Grazing and Habitat Summary Forms
    ix. Changed circumstances that have occurred and CMs or CCCMs implemented to respond to the changed circumstance.
3. A map on 8.5" X 11" paper showing: Baker and Union Counties' boundaries, the covered area boundary, ODFW Action Areas[1], lands designated as PPH/ PGH, and all enrolled lands.

P. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee and participating landowners, who are fully implementing their conservation commitments under the CCAA and their SSP/CI, from the date their lands are enrolled until the end of their participation in the CCAA, either through expiration or termination.

Q. This permit will have a duration that is concurrent with the CCAA, and like the CCAA it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if, and at such time, the greater sage-grouse (*Centerocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered

[1] ODFW Action Areas are areas that share common threats to the sage-grouse and are intended to help focus efforts for future habitat management and mitigation needs. They were identified by Local Implementation Teams for the *Greater Sage-grouse Conservation Assessment and Strategy for Oregon 2011 by Christian Hagen, ODFW, Bend Oregon.* For additional information see ODFW's website at http://www.dfw.state.or.us

Species Act. The permit will cover the permittee and all participating landowners, who are fully implementing their conservation commitments under the CCAA, their SSP/CI, and the terms and conditions of the permit, from the date their lands became enrolled until the end of their participation in the CCAA either through expiration or termination.

R. Include Permit TE56630B-0 on reports and any other correspondence to the USFWS associated with implementation of the CCAA. The contact offices of the USFWS and the ODFW are as follows:

Field Supervisor, La Grande Field Office
U.S. Fish and Wildlife Service
3502 Highway 30
La Grande, OR 97850
Tel: (541) 962-8584
Fax: (541) 962-8581

District Biologist
Oregon Department of Fish and Wildlife
Baker City Field Office
2995 Hughes Lane
Baker City, OR 97814
Tel: (541) 523-5832

End

DEPARTMENT OF THE INTERIOR
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
911 NE 11th Avenue
Portland, OR 97232-4181
permitsR1ES@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

CROOK COUNTY SOIL AND WATER CONSERVATION DISTRICT
498 SE LYNN BLVD
PRINEVILLE CITY, OR 97754
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE56631B-0

4. RENEWABLE
☒ YES
☐ NO

5. MAY COPY
☒ YES
☐ NO

6. EFFECTIVE
03/18/2015

7. EXPIRES
03/17/2045

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
WILLIAM LEE DUNN
BOARD OF DIRECTORS CHAIR

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. CANDIDATE CONSERVATION -
E & T WILDLIFE

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
Approximately 500,000 acres of privately-owned lands with sage-grouse habitat in Crook and Deschutes Counties, Oregon as shown in Figure 6 of the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Crook and Deschutes Counties, Oregon.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

Also valid for use by permittee's authorized agents.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
See Condition O.

ISSUED BY	TITLE	DATE
	DEPUTY REGIONAL DIRECTOR, REGION 1	3/18/2015

U.S. FISH AND WILDLIFE SERVICE
SPECIAL TERMS AND CONDITIONS FOR PERMIT TE56631B-0

E. Acceptance of this permit serves as evidence that the permittee, Crook Soil and Water Conservation District (SWCD), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.

F. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Crook and Deschutes Counties, Oregon (CCAA).
2. These permit terms and conditions supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
3. Full and complete compliance with applicable local, State, Federal, and Tribal laws, regulations, and restrictions governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.

G. The permittee, will work with interested non-Federal landowners to develop site-specific plans (SSPs) consistent with the programmatic CCAA. Upon receiving a Letter of Concurrence from the Service regarding an SSP, the permittee will enroll the SSP lands under the CCAA through a certificate of inclusion (CI) with participating landowners. A copy of the CCAA and this permit will be included with each SSP/CI.

H. The U.S. Fish and Wildlife Service (USFWS) will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SSP only after determining that it meets the CCAA standard which states*: "When evaluating a potential CCAA, the FWS must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species."*

I. By signing the CI, participating landowners become authorized agents of the permittee, and will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties* and the conservation commitments identified in their SSP.

J. If mitigation actions for offsite developments are proposed on enrolled lands, participating landowners will notify permittee, and permittee will notify the USFWS. The USFWS will review the information to ensure that the proposed actions do not conflict with the CCAA and agreed upon provisions in the participating landowner's SSP; and ensure that applicable mitigation agreements are in place.

K. **<u>Incidental Take Authorization</u>:** Incidental take of the greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) enrolled under the CCAA. If all eligible lands, approximately 500 thousand acres, are enrolled under the programmatic CCAA the Service would exempt incidental take of up to an average of 57 sage-grouse per year based on a rolling 5-year average. The USFWS will update the amount of authorized take as acres of PPH/PGH are approved for enrollment under an SSP/CI as specified, in Section 12. *Authorized Take* of the CCAA. The USFWS will provide this information to the permittee in the letter of concurrence for each approved SSP.

L. Upon locating any dead or injured sage-grouse permittee and participating landowners will immediately notify the appropriate USFWS or Oregon Department of Fish and Wildlife (ODFW) office (see item R below) and follow their instructions for proper handling and disposition of such specimens. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

M. **<u>Assurances</u>:** The assurances provided for in the CCAA and through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee and all participating landowners that are fully implementing their commitments under the CCAA and their SSP/CI, respectively.

N. The tracking system to be used in communications between permittee and USFWS will be as follows:

1. Each participating landowner will be assigned an identifier (ID), this ID will be used in place of the landowners name on all documents provided to the Service.
2. Maps provided to the USFWS *<u>will not show</u>*: legal descriptions, place-names, locator maps or PPH & PGH coverage.
3. Maps provided to the USFWS at a minimum *<u>will show</u>*: lands to be enrolled, background NAIP imagery, monitoring units/parcels and ecological states of parcels. Each parcel monitored will be assigned a number or letter and this will be depicted on the map.
4. SSP files will be available for USFWS inspection at the Crook SWCD office and for use during site-visits to enrolled lands.
5. Permittee will retain in their files a master list of landowner names and contact information that correlates to the ID; photos; original inventory and monitoring forms (those contained in *Appendix D of the CCAA*); field notes; interview notes; detailed maps; and legal description of enrolled lands.

O. **<u>Reporting Requirements</u>:** Permittee will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SSP, one report for each participating landowner, must be completed and sent to the USFWS office indicated under item R. by *<u>January 31st</u>* for the previous calendar year.

2. Annual reports will contain the following information using the tracking system detailed in *Section G* above:
    i. Acres of habitat enrolled and quantification of acres that are designated as PPH or PGH.
    ii. Current ecological state of enrolled lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA,)*
    iii. Conservation Measures (CMs) implemented in the reporting year for each SSP to be used for compliance monitoring.
    iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes
    v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring or any other monitoring results.
        1. For each monitoring unit (pasture etc.) compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
        2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
    vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SSP.
    vii. Photos from all photo point monitoring.
    viii. Annual Grazing and Habitat Summary Forms
    ix. Changed circumstances that have occurred and CMs or CCCMs implemented to respond to the changed circumstance.
3. A map on 8.5" X 11" paper showing: Crook and Deschutes Counties' boundaries, the covered area boundary, ODFW Action Areas[1], lands designated as PPH/PGH, and all enrolled lands.

P. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee and participating landowners, who are fully implementing their conservation commitments under the CCAA and their SSP/CI, from the date their lands are enrolled until the end of their participation in the CCAA, either through expiration or termination.

Q. This permit will have a duration that is concurrent with the CCAA, and like the CCAA it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if, and at such time, the greater sage-grouse (*Centerocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered

[1] ODFW Action Areas are areas that share common threats to sage-grouse and are intended to help focus efforts for future habitat management and mitigation needs. They were identified by Local Implementation Teams for the *Greater Sage-grouse Conservation Assessment and Strategy for Oregon 2011 by Christian Hagen, ODFW, Bend Oregon.* For additional information see ODFW's website at http://www.dfw.state.or.us

Species Act. The permit will cover the permittee and all participating landowners, who are fully implementing their conservation commitments under the CCAA, their SSP/CI, and the terms and conditions of the permit, from the date their lands became enrolled until the end of their participation in the CCAA either through expiration or termination.

R. Include Permit TE56631B-0 on reports and any other correspondence to the USFWS associated with implementation of the CCAA. The contact offices of the USFWS and the ODFW are as follows:

Field Supervisor, Bend Field Office
U.S. Fish and Wildlife Service
63095 Deschutes Market Road
Bend, OR 97701
Tel:(541) 383-7146
Fax: (541) 383-7638

District Biologist
Oregon Department of Fish and Wildlife
Prineville Field Office
2042 SE Paulina Hwy
Prineville, OR 97754
Tel: 541-447-5111

End

DEPARTMENT OF THE INTERIOR
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
911 NE 11th Avenue
Portland, OR 97232-4181
permitsR1ES@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

GRANT SOIL AND WATER CONSERVATION DISTRICT
721 S. CANYON BLVD
JOHN DAY, OR 97845
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE56814B-0

4. RENEWABLE
☒ YES
☐ NO

5. MAY COPY
☒ YES
☐ NO

6. EFFECTIVE
03/18/2015

7. EXPIRES
03/17/2045

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
PHIL ST. CLAIR
BOARD VICE CHAIR

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. CANDIDATE CONSERVATION - E & T WILDLIFE

10.
Approximately 60,000 acres of privately-owned lands with sage-grouse habitat in Grant County, Oregon as shown in Figure 6 of the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Grant County, Oregon.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

Also valid for use by permittee's authorized agents.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
See Condition O.

ISSUED BY	TITLE	DATE
	DEPUTY REGIONAL DIRECTOR, REGION 1	3/18/2015

U.S. FISH AND WILDLIFE SERVICE
SPECIAL TERMS AND CONDITIONS FOR PERMIT TE56814B-0

E. Acceptance of this permit serves as evidence that the permittee, Grant Soil and Water Conservation District (SWCD), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.

F. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Grant County, Oregon (CCAA).
2. These permit terms and conditions supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
3. Full and complete compliance with applicable local, State, Federal, and Tribal laws, regulations, and restrictions governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.

G. The permittee, will work with interested non-Federal landowners to develop site-specific plans (SSPs) consistent with the programmatic CCAA. Upon receiving a Letter of Concurrence from the Service regarding an SSP, the permittee will enroll the SSP lands under the CCAA through a certificate of inclusion (CI) with participating landowners. A copy of the CCAA and this permit will be included with each SSP/CI.

H. The U.S. Fish and Wildlife Service (USFWS) will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SSP only after determining that it meets the CCAA standard which states*: "When evaluating a potential CCAA, the FWS must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species."*

I. By signing the CI, participating landowners become authorized agents of the permittee, and will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties* and the conservation commitments identified in their SSP.

J. If mitigation actions for offsite developments are proposed on enrolled lands, participating landowners will notify permittee, and permittee will notify the USFWS. The USFWS will review the information to ensure that the proposed actions do not conflict with the CCAA and agreed upon provisions in the participating landowner's SSP; and ensure that applicable mitigation agreements are in place.

K. **<u>Incidental Take Authorization</u>:** Incidental take of the greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) enrolled under the CCAA. If all eligible lands, approximately 60,000 thousand acres, are enrolled under the programmatic CCAA the Service would exempt incidental take of up to an average of 2.6 sage-grouse per year based on a rolling 5-year average. The USFWS will update the amount of authorized take as acres of PPH/PGH are approved for enrollment under an SSP/CI, as specified in Section 12. *Authorized Take* of the CCAA. The USFWS will provide this information to the permittee in the letter of concurrence for each approved SSP.

L. Upon locating any dead or injured sage-grouse permittee and participating landowners will immediately notify the appropriate USFWS or Oregon Department of Fish and Wildlife (ODFW) office (see item R below) and follow their instructions for proper handling and disposition of such specimens. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

M. **<u>Assurances</u>:** The assurances provided for in the CCAA and through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee and all participating landowners that are fully implementing their commitments under the CCAA and their SSP/CI, respectively.

N. The tracking system to be used in communications between permittee and USFWS will be as follows:

1. Each participating landowner will be assigned an identifier (ID), this ID will be used in place of the landowners name on all documents provided to the Service.
2. Maps provided to the USFWS *<u>will not show</u>*: legal descriptions, place-names, locator maps or PPH & PGH coverage.
3. Maps provided to the USFWS at a minimum *<u>will show</u>*: lands to be enrolled, background NAIP imagery, monitoring units/parcels and ecological states of parcels. Each parcel monitored will be assigned a number or letter and this will be depicted on the map.
4. SSP files will be available for USFWS inspection at the Grant SWCD office and for use during site-visits to enrolled lands.
5. Permittee will retain in their files a master list of landowner names and contact information that correlates to the ID; photos; original inventory and monitoring forms (those contained in *Appendix D of the CCAA*); field notes; interview notes; detailed maps; and legal description of enrolled lands.

O. **<u>Reporting Requirements</u>:** Permittee will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SSP, one report for each participating landowner, must be completed and sent to the USFWS office indicated under item R. by *<u>January 31st</u>* for the previous calendar year.

2. Annual reports will contain the following information using the tracking system detailed in *Section G* above:
    i. Acres of habitat enrolled and quantification of acres that are designated as PPH or PGH.
    ii. Current ecological state of enrolled lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA,)*
    iii. Conservation Measures (CMs) implemented in the reporting year for each SSP to be used for compliance monitoring.
    iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes
    v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring or any other monitoring results.
        1. For each monitoring unit (pasture etc.) compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
        2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
    vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SSP.
    vii. Photos from all photo point monitoring.
    viii. Annual Grazing and Habitat Summary Forms
    ix. Changed circumstances that have occurred and CMs or CCCMs implemented to respond to the changed circumstance.
3. A map on 8.5" X 11" paper showing: Grant County boundary, the covered area boundary, ODFW Action Areas[1], lands designated as PPH/PGH, and all enrolled lands.

P. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee and participating landowners, who are fully implementing their conservation commitments under the CCAA and their SSP/CI, from the date their lands are enrolled until the end of their participation in the CCAA, either through expiration or termination.

Q. This permit will have a duration that is concurrent with the CCAA, and like the CCAA it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if, and at such time, the greater sage-grouse (*Centerocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered

[1] ODFW Action Areas are areas that share common threats to sage-grouse and are intended to help focus efforts for future habitat management and mitigation needs. They were identified by Local Implementation Teams for the *Greater Sage-grouse Conservation Assessment and Strategy for Oregon 2011 by Christian Hagen, ODFW, Bend Oregon.* For additional information see ODFW's website at http://www.dfw.state.or.us

Species Act. The permit will cover the permittee and all participating landowners, who are fully implementing their conservation commitments under the CCAA, their SSP/CI, and the terms and conditions of the permit, from the date their lands became enrolled until the end of their participation in the CCAA either through expiration or termination.

R. Include Permit TE56814B-0 on reports and any other correspondence to the USFWS associated with implementation of the CCAA. The contact offices of the USFWS and the ODFW are as follows:

Field Supervisor, La Grande Field Office
U.S. Fish and Wildlife Service
3502 Highway 30
La Grande, OR 97850
Tel: (541) 962-8584
Fax: (541) 962-8581

District Biologist
Oregon Department of Fish and Wildlife
John Day Field Office
P.O. Box 9
John Day, OR 97845
Tel: (541) 575-1167

End

DEPARTMENT OF THE INTERIOR
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
911 NE 11th Avenue
Portland, OR 97232-4181
permitsR1ES@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

LAKEVIEW SOIL AND WATER CONSERVATION DISTRICT
17612 HWY 395
LAKEVIEW, OR 97630
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE56818B-0

4. RENEWABLE
☒ YES
☐ NO

5. MAY COPY
☒ YES
☐ NO

6. EFFECTIVE
03/18/2015

7. EXPIRES
03/17/2045

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
ROSS MCGARVA
BOARD OF DIRECTORS CHAIR

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. CANDIDATE CONSERVATION - E & T WILDLIFE

10.
Approximately 400,000 acres of privately-owned lands with sage-grouse habitat in Lake County, Oregon as shown in Figure 6 of the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Lake County, Oregon.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

Also valid for use by permittee's authorized agents.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
See Condition O.

ISSUED BY	TITLE	DATE
	DEPUTY REGIONAL DIRECTOR, REGION 1	3/18/2015

U.S. FISH AND WILDLIFE SERVICE
SPECIAL TERMS AND CONDITIONS FOR PERMIT TE56818B-0

E. Acceptance of this permit serves as evidence that the permittee, Lakeview Soil and Water Conservation District (SWCD), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.

F. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Lake County, Oregon (CCAA).
2. These permit terms and conditions supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
3. Full and complete compliance with applicable local, State, Federal, and Tribal laws, regulations, and restrictions governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.

G. The permittee, will work with interested non-Federal landowners to develop site-specific plans (SSPs) consistent with the programmatic CCAA. Upon receiving a Letter of Concurrence from the Service regarding an SSP, the permittee will enroll the SSP lands under the CCAA through a certificate of inclusion (CI) with participating landowners. A copy of the CCAA and this permit will be included with each SSP/CI.

H. The U.S. Fish and Wildlife Service (USFWS) will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SSP only after determining that it meets the CCAA standard which states*: "When evaluating a potential CCAA, the FWS must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species."*

I. By signing the CI, participating landowners become authorized agents of the permittee, and will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties* and the conservation commitments identified in their SSP.

J. If mitigation actions for offsite developments are proposed on enrolled lands, participating landowners will notify permittee, and permittee will notify the USFWS. The USFWS will review the information to ensure that the proposed actions do not conflict with the CCAA and agreed upon provisions in the participating landowner's SSP; and ensure that applicable mitigation agreements are in place.

K. **<u>Incidental Take Authorization</u>:** Incidental take of the greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) enrolled under the CCAA. If all eligible lands, approximately 400 thousand acres, are enrolled under the programmatic CCAA the Service would exempt incidental take of up to an average of 25 sage-grouse per year based on a rolling 5-year average. The USFWS will update the amount of authorized take as acres of PPH/PGH are approved for enrollment under an SSP/CI, as specified in Section 12. *Authorized Take* of the CCAA. The USFWS will provide this information to the permittee in the letter of concurrence for each approved SSP.

L. Upon locating any dead or injured sage-grouse permittee and participating landowners will immediately notify the appropriate USFWS or Oregon Department of Fish and Wildlife (ODFW) office (see item R below) and follow their instructions for proper handling and disposition of such specimens. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

M. **<u>Assurances</u>:** The assurances provided for in the CCAA and through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee and all participating landowners that are fully implementing their commitments under the CCAA and their SSP/CI, respectively.

N. The tracking system to be used in communications between permittee and USFWS will be as follows:

1. Each participating landowner will be assigned an identifier (ID), this ID will be used in place of the landowners name on all documents provided to the Service.
2. Maps provided to the USFWS *<u>will not show</u>*: legal descriptions, place-names, locator maps or PPH & PGH coverage.
3. Maps provided to the USFWS at a minimum *<u>will show</u>*: lands to be enrolled, background NAIP imagery, monitoring units/parcels and ecological states of parcels. Each parcel monitored will be assigned a number or letter and this will be depicted on the map.
4. SSP files will be available for USFWS inspection at the Lakeview SWCD office and for use during site-visits to enrolled lands.
5. Permittee will retain in their files a master list of landowner names and contact information that correlates to the ID; photos; original inventory and monitoring forms (those contained in *Appendix D of the CCAA*); field notes; interview notes; detailed maps; and legal description of enrolled lands.

O. **<u>Reporting Requirements</u>:** Permittee will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SSP, one report for each participating landowner, must be completed and sent to the USFWS office indicated under item R. by *<u>January 31st</u>* for the previous calendar year.

2. Annual reports will contain the following information using the tracking system detailed in *Section G* above:
    i. Acres of habitat enrolled and quantification of acres that are designated as PPH or PGH.
    ii. Current ecological state of enrolled lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA,)*
    iii. Conservation Measures (CMs) implemented in the reporting year for each SSP to be used for compliance monitoring.
    iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes
    v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring or any other monitoring results.
        1. For each monitoring unit (pasture etc.) compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
        2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
    vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SSP.
    vii. Photos from all photo point monitoring.
    viii. Annual Grazing and Habitat Summary Forms
    ix. Changed circumstances that have occurred and CMs or CCCMs implemented to respond to the changed circumstance.
3. A map on 8.5" X 11" paper showing: Lake County boundary, the covered area boundary, ODFW Action Areas[1], lands designated as PPH/PGH, and all enrolled lands.

P. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee and participating landowners, who are fully implementing their conservation commitments under the CCAA and their SSP/CI, from the date their lands are enrolled until the end of their participation in the CCAA, either through expiration or termination.

Q. This permit will have a duration that is concurrent with the CCAA, and like the CCAA it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if, and at such time, the greater sage-grouse (*Centerocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered

[1] ODFW Action Areas are areas that share common threats to sage-grouse and are intended to help focus efforts for future habitat management and mitigation needs. They were identified by Local Implementation Teams for the *Greater Sage-grouse Conservation Assessment and Strategy for Oregon 2011 by Christian Hagen, ODFW, Bend Oregon.* For additional information see ODFW's website at http://www.dfw.state.or.us

Species Act. The permit will cover the permittee and all participating landowners, who are fully implementing their conservation commitments under the CCAA, their SSP/CI, and the terms and conditions of the permit, from the date their lands became enrolled until the end of their participation in the CCAA either through expiration or termination.

R. Include Permit TE56818B-0 on reports and any other correspondence to the USFWS associated with implementation of the CCAA. The contact offices of the USFWS and the ODFW are as follows:

Field Supervisor, Bend Field Office
U.S. Fish and Wildlife Service
63095 Deschutes Market Road
Bend, OR 97701
Tel:(541) 383-7146
Fax: (541) 383-7638

District Biologist
Oregon Department of Fish and Wildlife
Lakeview Field Office
18560 Roberta Rd.
Lakeview, OR 97630
Tel: 541-947-2950

End

DEPARTMENT OF THE INTERIOR
U.S. FISH & WILDLIFE SERVICE
Endangered Species Permit Office
911 NE 11th Avenue
Portland, OR 97232-4181
permitsR1ES@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

MALHEUR COUNTY SOIL AND WATER CONSERVATION DISTRICT
2925 SW 6TH AVENUE, SUITE#2
ONTARIO, OR 97914
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE56830B-0

4. RENEWABLE
☒ YES
☐ NO

5. MAY COPY
☒ YES
☐ NO

6. EFFECTIVE
03/18/2015

7. EXPIRES
03/17/2045

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
CHRIS LOUDERBOUGH
BOARD OF DIRECTORS CHAIR

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. CANDIDATE CONSERVATION - E & T WILDLIFE

10.
Approximately 900,000 acres of privately-owned lands with sage-grouse habitat in Malheur County, Oregon as shown in Figure 6 of the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Malheur County, Oregon.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

Also valid for use by permittee's authorized agents.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
See Condition O.

ISSUED BY	TITLE	DATE
	DEPUTY REGIONAL DIRECTOR, REGION 1	3/18/2015

U.S. FISH AND WILDLIFE SERVICE
SPECIAL TERMS AND CONDITIONS FOR PERMIT TE56830B-0

E. Acceptance of this permit serves as evidence that the permittee, Malheur County Soil and Water Conservation District (SWCD), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.

F. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the Greater Sage-Grouse Programmatic Candidate Conservation Agreement with Assurances for Private Rangelands in Malheur County, Oregon (CCAA).
2. These permit terms and conditions supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
3. Full and complete compliance with applicable local, State, Federal, and Tribal laws, regulations, and restrictions governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.

G. The permittee, will work with interested non-Federal landowners to develop site-specific plans (SSPs) consistent with the programmatic CCAA. Upon receiving a Letter of Concurrence from the Service regarding an SSP, the permittee will enroll the SSP lands under the CCAA through a certificate of inclusion (CI) with participating landowners. A copy of the CCAA and this permit will be included with each SSP/CI.

H. The U.S. Fish and Wildlife Service (USFWS) will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SSP only after determining that it meets the CCAA standard which states*: "When evaluating a potential CCAA, the FWS must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species."*

I. By signing the CI, participating landowners become authorized agents of the permittee, and will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties* and the conservation commitments identified in their SSP.

J. If mitigation actions for offsite developments are proposed on enrolled lands, participating landowners will notify permittee, and permittee will notify the USFWS. The USFWS will review the information to ensure that the proposed actions do not conflict with the CCAA and agreed upon provisions in the participating landowner's SSP; and ensure that applicable mitigation agreements are in place.

K. **<u>Incidental Take Authorization</u>:** Incidental take of the greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) enrolled under the CCAA. If all eligible lands, approximately 900 thousand acres, are enrolled under the programmatic CCAA the Service would exempt incidental take of up to an average of 90 sage-grouse per year based on a rolling 5-year average. The USFWS will update the amount of authorized take as acres of PPH/PGH are approved for enrollment under an SSP/CI, as specified in Section 12. *Authorized Take* of the CCAA. The USFWS will provide this information to the permittee in the letter of concurrence for each approved SSP.

L. Upon locating any dead or injured sage-grouse permittee and participating landowners will immediately notify the appropriate USFWS or Oregon Department of Fish and Wildlife (ODFW) office (see item R below) and follow their instructions for proper handling and disposition of such specimens. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

M. **<u>Assurances</u>:** The assurances provided for in the CCAA and through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee and all participating landowners that are fully implementing their commitments under the CCAA and their SSP/CI, respectively.

N. The tracking system to be used in communications between permittee and USFWS will be as follows:

1. Each participating landowner will be assigned an identifier (ID), this ID will be used in place of the landowners name on all documents provided to the Service.
2. Maps provided to the USFWS *<u>will not show</u>*: legal descriptions, place-names, locator maps or PPH & PGH coverage.
3. Maps provided to the USFWS at a minimum *<u>will show</u>*: lands to be enrolled, background NAIP imagery, monitoring units/parcels and ecological states of parcels. Each parcel monitored will be assigned a number or letter and this will be depicted on the map.
4. SSP files will be available for USFWS inspection at the Malheur County SWCD office and for use during site-visits to enrolled lands.
5. Permittee will retain in their files a master list of landowner names and contact information that correlates to the ID; photos; original inventory and monitoring forms (those contained in *Appendix D of the CCAA*); field notes; interview notes; detailed maps; and legal description of enrolled lands.

O. **<u>Reporting Requirements</u>:** Permittee will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SSP, one report for each participating landowner, must be completed and sent to the USFWS office indicated under item R. by *<u>January 31st</u>* for the previous calendar year.

2. Annual reports will contain the following information using the tracking system detailed in *Section G* above:
    i. Acres of habitat enrolled and quantification of acres that are designated as PPH or PGH.
    ii. Current ecological state of enrolled lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA,)*
    iii. Conservation Measures (CMs) implemented in the reporting year for each SSP to be used for compliance monitoring.
    iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes
    v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring or any other monitoring results.
        1. For each monitoring unit (pasture etc.) compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
        2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
    vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SSP.
    vii. Photos from all photo point monitoring.
    viii. Annual Grazing and Habitat Summary Forms
    ix. Changed circumstances that have occurred and CMs or CCCMs implemented to respond to the changed circumstance.
3. A map on 8.5" X 11" paper showing: Malheur County boundary, the covered area boundary, ODFW Action Areas[1], lands designated as PPH/PGH, and all enrolled lands.

P. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee and participating landowners, who are fully implementing their conservation commitments under the CCAA and their SSP/CI, from the date their lands are enrolled until the end of their participation in the CCAA, either through expiration or termination.

Q. This permit will have a duration that is concurrent with the CCAA, and like the CCAA it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if and at such time that the greater sage-grouse (*Centerocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered

[1] ODFW Action Areas are areas that share common threats to sage-grouse and are intended to help focus efforts for future habitat management and mitigation needs. They were identified by Local Implementation Teams for the *Greater Sage-grouse Conservation Assessment and Strategy for Oregon 2011 by Christian Hagen, ODFW, Bend Oregon.* For additional information see ODFW's website at http://www.dfw.state.or.us

Species Act. The permit will cover the permittee and all participating landowners, who are fully implementing their conservation commitments under the CCAA, their SSP/CI, and the terms and conditions of the permit, from the date their lands became enrolled until the end of their participation in the CCAA either through expiration or termination.

R. Include Permit TE56830B-0 on reports and any other correspondence to the USFWS associated with implementation of the CCAA. The contact offices of the USFWS and the ODFW are as follows:

Field Supervisor, La Grande Field Office
U.S. Fish and Wildlife Service
3502 Highway 30
La Grande, OR 97850
Tel: (541) 962-8584
Fax: (541) 962-8581

District Biologist
Oregon Department of Fish and Wildlife
Ontario Field Office
3814 Clark Blvd
Ontario, OR 97914
Tel: (541) 889-6975

End