

**DRY FOREST LANDSCAPE WORK GROUP
NORTHERN SPOTTED OWL RECOVERY PLAN
CHARTER**

February 2009

1. INTRODUCTION

In May, 2008, the U.S. Fish and Wildlife Service (Service) completed a recovery plan for the northern spotted owl (*Strix occidentalis caurina*, NSO). The NSO was listed as a threatened species under the Federal Endangered Species Act (Act) by the U.S. Fish and Wildlife Service (Service) in 1990. In 1992, the Service designated critical habitat for the northern spotted owl in the states of Washington, Oregon and California.

The Act authorizes the Service to appoint recovery teams to assist in the development and implementation of recovery plans. The Act specifically exempts recovery teams from the Federal Advisory Committee Act (FACA), but otherwise does not provide specific guidance related to the conduct of recovery teams. This document defines the structure, roles, responsibilities, and rules of conduct for the Northern Spotted Owl Recovery Plan's Dry Forest Landscape Work Group (DFLWG), an implementation team of the NSO Recovery Plan.

2. THE DFLWG

The DFLWG will advise and assist the Service with the implementation of the Recovery Plan's strategy for managing NSO habitat in the Eastern Washington Cascades, Eastern Oregon Cascades, and California Cascades Provinces of Washington, Oregon and California. The DFLWG will evaluate a range of possible strategies for managing NSO habitat in these provinces.

Specifically, the DFLWG will provide the NSO Recovery Plan Implementation Team with recommendations to implement recovery actions 6, 7, 9 and 10.

DFLWG members agree to constructively contribute to the implementation process. DFLWG members are chosen for their familiarity with the issues surrounding the NSO, including scientific expertise and/or understanding of forest ecology and management, NSO ecology, and conservation biology. DFLWG members are expected to participate in each relevant meeting, and, if possible, any associated public meetings and scientific workshops.

DFLWG meetings will, in general, be closed to the public, but may be open if the DFLWG deems it necessary or appropriate. Meeting minutes will be recorded and provided to all DFLWG members. Documentation of the DFLWG's decision-making process, including meeting minutes and all other pertinent information, will be recorded in an administrative record and kept on file at the Oregon Fish and Wildlife Office. Drafts of documents generated by the DFLWG, in whole or part, are considered confidential until the Service approves a draft for public release. DFLWG members may appraise their affiliated organizations of the DFLWG's progress and general direction, but should not share specific information outside of the DFLWG setting until the draft or final documents have been approved and released to the public.

2.1 Project Manager

The Project Manager for the DFLWG will be Sue Livingston, of the U.S. Fish and Wildlife Service's Oregon Office (Sue_Livingston@fws.gov, 503-236179). The Project Manager is responsible for all aspects of the successful operation of the DFLWG, including meeting management and logistical support for the DFLWG.

3. TERMS OF SERVICE

3.1 Internal Process

The DFLWG will make decisions in a collaborative manner, striving for the highest level of consensus possible. If the majority of DFLWG members decide consensus cannot be reached on a particular issue after reasonable discussion, the DFLWG will prepare a document for the NSO Implementation Team that:

- fully explains the different conclusions and assumptions pertaining to the issue
- provides a clear rationale for each conclusion and assumption
- and, provides an honest assessment of the pros and cons of each conclusion.

3.2 Conflicts of Interest

DFLWG members are advised to avoid conflicts of interest and other ethical problems. Employees of Federal agencies are expected to follow the Standards of Ethical conduct for Employees of the Executive Branch, as presented in Title 5 of the Code of Federal Regulations, Part 2635. Examples of ethical behavior expected of all Team members shall include the following:

- Members should not solicit business or seek economic advantage for themselves, their firms, or their clients, nor participate in the DFLWG decisions that would result in such solicitation or advantage, based on their position on the DFLWG.
- Members should hold any non-published information (i.e., materials presented to the DFLWG by outside contributors) obtained as a result of their service on the DFLWG in confidence and ensure that it is used exclusively for official purposes. Members should not use or permit the use of such information for their own private gain or permit the use of such information for their own private gain or the gain of another person.
- Members should not use the resources available to the DFLWG for the purposes of assisting a political campaign, or for any campaign business.
- Members should not represent themselves as speaking for the Service.
- Members should not distribute draft documents produced by the DFLWG outside the DFLWG, unless the DFLWG specifically agrees to such dissemination.

3.3 Compensation

Within budget constraints, the Service may provide funds as needed for travel expenses of non-governmental DFLWG member's travel and per diem during the meetings; however, the Service will not pay salaries or honoraria to members or advisors. Non-governmental DFLWG members' time contribution is voluntary.

4. DURATION OF TERMS OF REFERENCE

These Terms of Reference will remain in effect as long as the DFLWG is in place or until superseded by another written document.