

**CONSERVATION AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE-  
Idaho Fish and Wildlife Office,  
IDAHO GOVERNOR'S OFFICE OF SPECIES  
CONSERVATION,  
and the  
IDAHO DEPARTMENT OF LANDS**

**I. Introduction**

This Conservation Agreement (CA) is between the United States Department of the Interior, United States Fish and Wildlife Service's Idaho Fish and Wildlife Office (Service; IFWO), the Idaho Governor's Office of Species Conservation (OSC) and the Idaho Department of Lands (IDL) (collectively the "Parties").

**II. Purpose**

This CA provides a framework for communication, coordination, cooperation, and implementation of conservation actions between the IFWO, OSC and IDL for the conservation of slickspot peppergrass (*Lepidium papilliferum*) and its habitat on state endowment lands managed by IDL.

**III. Background**

The Service listed the slickspot peppergrass as a threatened species under the Endangered Species Act (ESA) in December 2009, and initially proposed designation of critical habitat in May 2011. In October 2012, the U.S. District Court for the District of Idaho vacated the Service's 2009 listing determination and remanded it to the Service for further consideration. The court's decision effectively suspended designation of critical habitat.

After further consideration of the court's decision, the Service reinstated slickspot peppergrass as a threatened species in September 2016. In April 2019, slickspot peppergrass was included in the Service's national notice of intent to make listing decisions and designation of critical habitat for 24 species. In response to the 2019 settlement with the plaintiff, the Service published an updated proposal to designate critical habitat on July 23, 2020. Separate from this critical habitat designation, the Service developed a Species Status Assessment (SSA) for slickspot peppergrass in February 2020. This SSA was reviewed by multiple partners, including OSC and IDL.

In 2020, IDL met with IFWO to discuss IDL's ongoing implementation of conservation measures for slickspot peppergrass through special terms and conditions applied to leases of state endowment land (see Section VI A.2). IDL initially developed these measures for use in a Candidate Conservation Agreement (CCA) for slickspot peppergrass established in March 2006 by the Bureau of Land Management, the State of Idaho (OSC, Idaho Department of Fish and Game, IDL), the Idaho National Guard, and several private landowners and grazing permittees. The purpose of the CCA was to implement conservation measures that would help significantly reduce, mitigate, or eliminate identified threats to slickspot peppergrass. The goal of the CCA was to conserve the species

and its habitat while protecting the long-term sustainability of predictable levels of land use in southern Idaho. In the SSA for slickspot peppergrass, the Service determined that existing conservation measures identified in the CCA and implemented by IDL and Bureau of Land Management have helped reduce and continue to reduce the risk of disturbances to slickspot peppergrass.

This CA entered into by the Parties will serve to memorialize IDL's commitment to continue existing and implement additional slickspot peppergrass conservation actions that demonstrate effective conservation of slickspot peppergrass on state endowment lands.

#### **IV. Agency Missions**

- A. IDL's mission is to professionally and prudently manage Idaho's endowment assets to maximize long-term financial returns to public schools and other trust beneficiaries, and to provide professional assistance to the citizens of Idaho to use, protect, and sustain their natural resources.
- B. OSC's mission is to plan, coordinate and implement the State's actions to conserve and recover species listed as threatened, endangered, or as candidates for listing under the federal ESA. This work is done in coordination with the State's natural resource agencies and with the input of the citizens of Idaho while taking into consideration the economic vitality of the State.
- C. The Service's mission is to work with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

#### **V. Authorities**

- A. The authorities for the Service to enter into this agreement include, but are not limited to, the following:
  - 1. Endangered Species Act of 1973; 16 U.S.C. §§ 1531-44.
  - 2. Fish and Wildlife Coordination Act of 1934; 16 U.S.C. §§ 661-666c.
- B. The authorities for IDL to enter into this agreement include, but are not limited to, the following:
  - 1. Article IX, § 7 and 8, Idaho Constitution.
  - 2. Idaho Code §§ 38-104 and -104B; 58-101, -104(1) and (7), and -119(1) and (2).
- C. The authorities for OSC to enter into this agreement include, but are not limited to, the following:
  - 1. OSC: Idaho Code, Title 67, Chapter 8, Section 67-818, Coordination of Policy and Programs Related to Threatened and Endangered Species in Idaho.

Nothing in this CA shall alter, add to, diminish, or supersede in any manner the authorities applicable to and the responsibilities of any of the Parties hereto on any matter within their respective jurisdictions and authorities.

## VI. Roles and Responsibilities

### A. IDL

1. IDL will address primary threats to slickspot peppergrass due to wildfire and annual invasive grasses through the support of Rangeland Fire Protection Associations (RFPAs) and implementation of fuels-management activities (grazing, fuel breaks, post-fire restoration) as funding and resources allow.
2. IDL will address potential secondary threats to slickspot peppergrass due to livestock grazing and infrastructure construction, by implementing Slickspot Peppergrass-specific lease provisions for grazing leases containing Slickspot Peppergrass habitat. The following terms and conditions will be included in new grazing leases within slickspot peppergrass habitat.
  - a) Lessee will place salt/supplements at least ½ mile, and preferably ¾ mile, away from known slickspot peppergrass elemental occurrences (EO).
  - b) Lessee will place temporary water stock tanks ½ mile, and preferably ¾ mile away from known slickspot peppergrass EOs.
  - c) Lessee will not trail livestock through known slickspot peppergrass EOs when the soils are saturated.
  - d) Lessee will delay livestock turnout when soils are saturated. Lessee will consult with area staff to determine appropriate turn-out date.
  - e) Lessee will operate motorized vehicles on existing roads and two track trails and minimize driving off road over slickspot peppergrass EOs.
  - f) Lessee will supplement monitoring by surveying the Leased Premises for slickspot peppergrass plants, including EOs, during their normal course of business and reporting any findings to Lessor.
3. IDL will work adaptively with the Service, OSC, and other land management entities (e.g., BLM), within the range of the species, to address habitat and management concerns related to slickspot peppergrass as follows:
  - a) IDL will consider the latest science and guidance from USFWS when making management decisions related to slickspot peppergrass;
  - b) An IDL designee will be a member of the slickspot peppergrass Technical Team;
  - c) As staff and funding resources allow, and to the extent consistent with its constitutional duties to the endowment-land beneficiaries, IDL will participate in and support monitoring, scientific research, and/or recovery-related actions that benefit slickspot peppergrass on state endowment lands (see Exhibit B). If staff or funding resources are not available through IDL, other such sources (e.g. IFWO recovery funding) may be sought to complete monitoring, research, and/or recovery-related actions deemed necessary by the parties to this CA.

B. OSC

1. The OSC will continue to address primary threats to slickspot peppergrass and the sagebrush steppe landscape (wildfire and invasive annual grasses) by continuing to support and provide technical assistance to RFPAs, fuels management activities, grazing permittees, private landowners, and the citizens of Idaho.
2. The OSC will continue to work adaptively with IDL, BLM, the Service, and others to support slickspot peppergrass monitoring, scientific research and/or recovery-related actions.

C. Service/IFWO

1. The IFWO will assist IDL and OSC with monitoring as staff and funding resources allow.
2. The IFWO will continue close communication with IDL and OSC to share management concerns, latest science, funding opportunities, etc.
3. The IFWO will continue to work adaptively with IDL, OSC, BLM and others to support slickspot peppergrass monitoring, scientific research and/or recovery-related actions.

**VII. Representatives**

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this CA. Any Party may change its point of contact at any time by providing a revised Exhibit A to the other Parties.

**VIII. Funding**

- A. This CA shall not obligate any Party to expend funds or involve the Parties in any contract or other obligations for the payment of money.
- B. This CA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this CA will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. This CA does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

**IX. Records**

- A. Any records or documents generated as a result of this CA shall become part of the official record maintained and controlled by the Party that created the document or that maintains ownership of the information.

- B. Any requests for release of records associated with the implementation of this CA to anyone outside of the Parties must be determined based on applicable laws, including the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code; the Federal Freedom of Information Act; and the Federal Privacy Act.

**X. Compliance with Applicable Laws and Regulations; Severability Clause**

This CA is subject to all applicable Federal and state laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this CA shall be construed as in any way impairing the general powers of the IDL, OSC, or the Service under such applicable laws, regulations, and rules. If any term or provision of this CA is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Compliance with the terms of this CA shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

**XI. Term, Amendments, and Termination**

A. Term of CA:

1. This CA becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this CA.
2. This CA shall remain in effect indefinitely from the execution date, or until terminated or extended. This CA shall be reviewed by the Parties at least once every five (5) years, and the Parties shall document such review by a signed addendum.

B. Amendments:

1. The Parties may request changes to this CA, which shall be effective only upon the written agreement of all Parties.
2. Any changes, modification, revisions, or amendments to this CA must be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This CA may be unilaterally terminated at any time by any one of its participants following at least 60 days written notice to the other participants.

**XII. Signatures**

- A. All signatories have the appropriate delegation of authority to sign this Conservation Agreement.
- B. The Parties hereto have executed this Conservation Agreement on the dates shown below.

**CHRISTOPHER SWANSON** Digitally signed by CHRISTOPHER SWANSON  
Date: 2021.08.11 16:54:03 -06'00'

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**Christopher Swanson**  
State Supervisor  
U.S. Fish and Wildlife Service  
Idaho Fish and Wildlife Office

Date

*Dustin T. Miller*

*8-20-21*

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**Dustin Miller**  
Director  
Idaho Department of Lands

Date

**Michael R. Edmondson** Digitally signed by Michael R. Edmondson  
Date: 2021.08.11 16:58:29 -06'00'

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**Mike Edmondson**  
Administrator  
Idaho Governor's Office of Species Conservation

Date

## ATTACHMENTS

### Exhibit A: Representatives

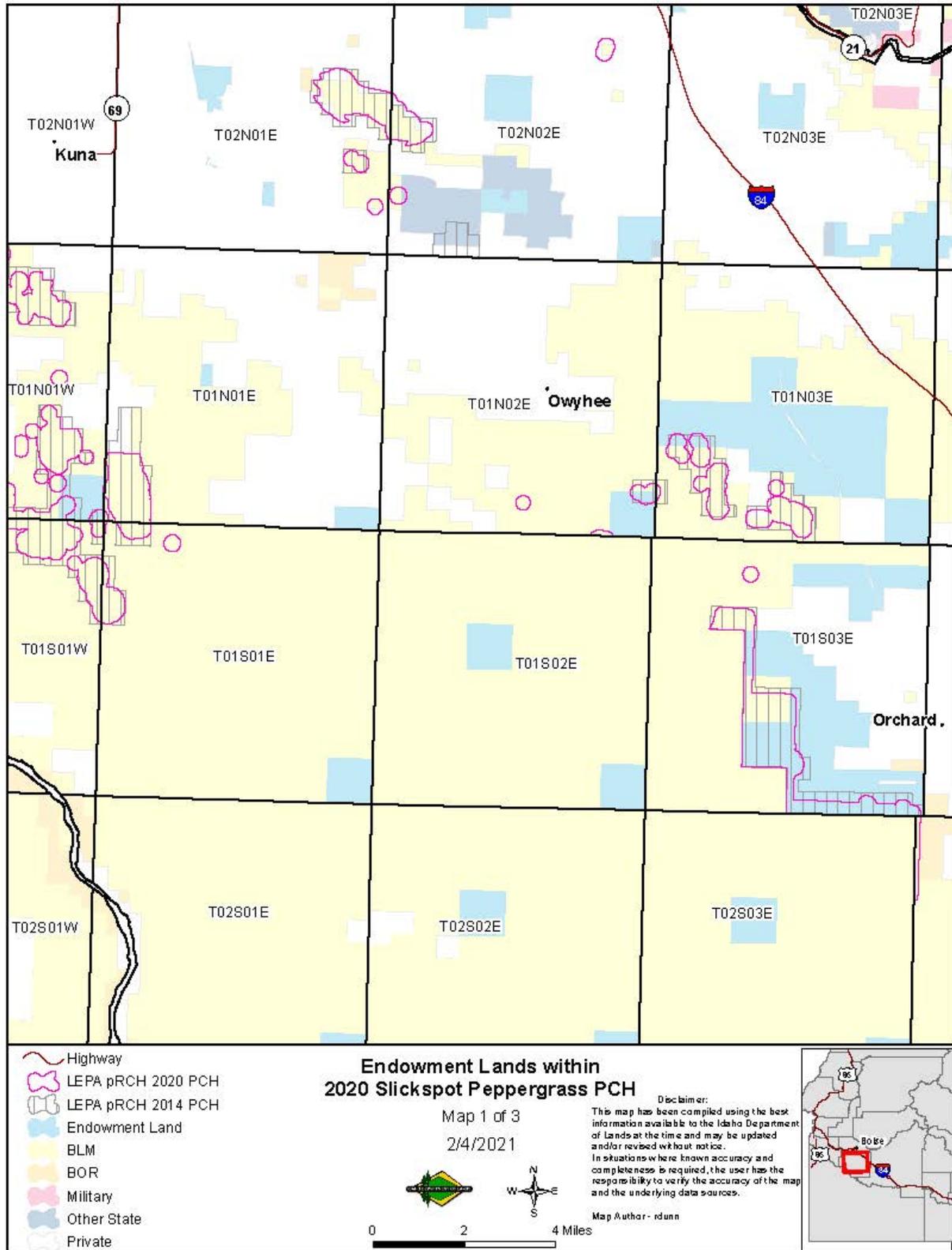
The principal contacts for this CA are:

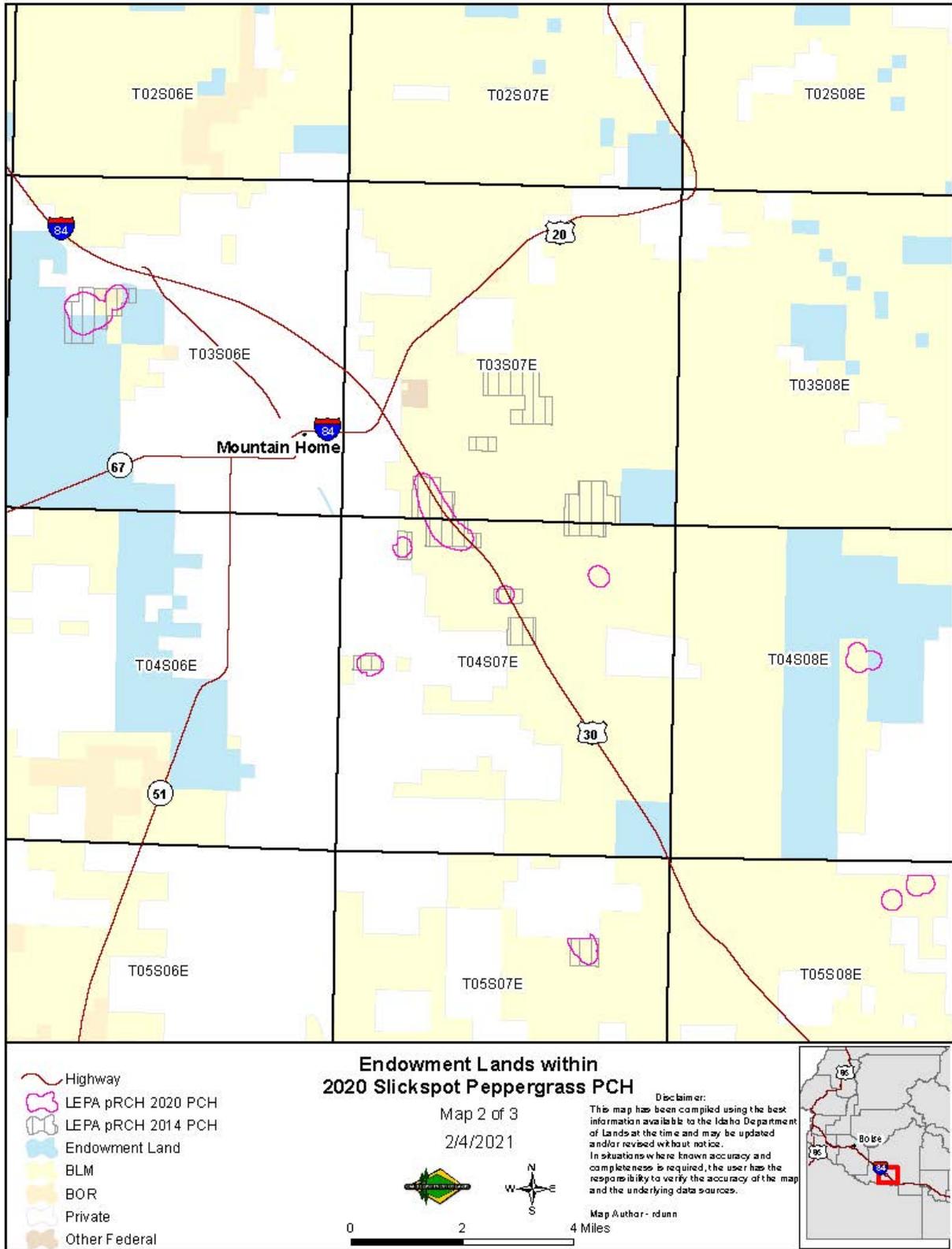
IDL-            Grazing, Ag, & Conservation Program Manager  
                  300 N. 6th Street,  
                  Suite 103  
                  Boise, ID 83702  
                  208-334-0200

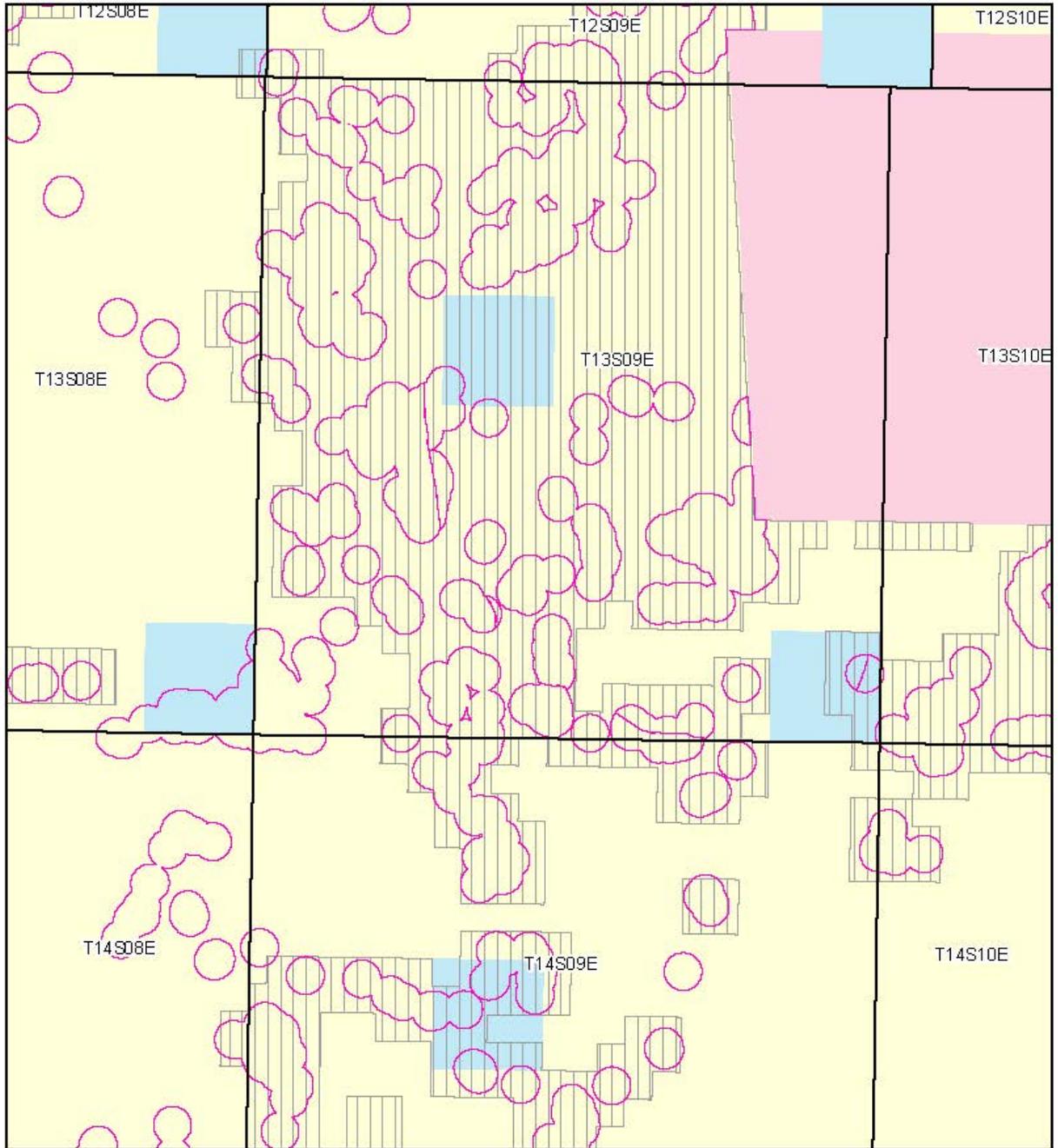
OSC-            Terrestrial Program Manager & Policy Advisor  
                  304 N. 8<sup>th</sup> Street Suite 149  
                  Boise, Idaho 83702  
                  208-334-2189

USFWS-        Assistant State Supervisor, IFWO-Boise  
                  1387 S. Vinnell Way  
                  Boise, Idaho 83709  
                  208-378-5742

## Exhibit B: MAPS of Slickspot Peppergrass Habitat on Endowment Land







**Endowment Lands within  
2020 Slickspot Peppergrass PCH**

Map 3 of 3

2/4/2021



- LEPA pRCH 2020 PCH
- LEPA pRCH 2014 PCH
- Endowment Land
- BLM
- Military

**Disclaimer:**  
This map has been compiled using the best information available to the Idaho Department of Lands at the time and may be updated and/or revised without notice.  
In situations where known accuracy and completeness is required, the user has the responsibility to verify the accuracy of the map and the underlying data sources.

Map Author - rdunn  
4 Miles

