



PETER GOLDMARK
COMMISSIONER OF PUBLIC LANDS

Developing a Voluntary, Opt-in Northern Spotted Owl Safe Harbor Agreement

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Purpose

The priority of the NSOIT has been the development of a voluntary, “opt-in” programmatic Safe Harbor Agreement (SHA) for the Northern Spotted Owl (NSO), as directed by the Board

The primary objective of this agreement is to incentivize private landowners to undertake voluntary conservation measures that will benefit the spotted owl by creating, maintaining, or enhancing its habitat



DNR's Programmatic SHA & Enhancement of Survival Permit

Guides

Landowner's Individual
SHA Enrollment Instrument
& 'Certificate of Inclusion'

Guides

Landowner's Forest Practices
Applications



-EXAMPLE- CERTIFICATE OF INCLUSION

This certifies that the property described as follows [(description of property enrolled under Safe Harbor permit)] owned by [Cooperator's name], is included within the scope of Permit No. [(permit number)], issued by the U.S. Fish and Wildlife Service to the Oregon Department of Forestry, on [(date)], and expiring on [(date)] under the authority of section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1539(a)(1)(A). Such Permit authorizes activities, consistent with the Safe Harbor Agreement, by participating landowners (Cooperators) which is expected to provide habitat for northern spotted owls or otherwise restore natural habitat occupied by the species. Pursuant to that Permit and this Certificate of Inclusion, the holder of this Certificate is authorized to engage in any otherwise lawful activity that is consistent with the Agreement on the above described property which may result in the incidental taking of northern spotted owls. Management activities are subject to the terms and conditions of said Permit and the terms and conditions of the Safe Harbor Agreement entered into pursuant thereto by the Service, the Oregon Department of Forestry, and the USDA Natural Resources Conservation Service on [(date)], that becomes binding upon [Cooperator's name], on the date and signature herein.


Name of Permittee _____ Date _____

Participating Landowner _____ Date _____




Voluntary Enrollment Process

APPLY FOR ENROLLMENT




Landowners voluntarily apply for the SHA with DNR

TECHNICAL ASSISTANCE



DNR uses the programmatic SHA and EA as a guide for individual landowner-by-landowner enrollment



UMBRELLA PROTECTION



Landowners receive protection for approved above-baseline activities

Landowners will have the flexibility to “opt-in” and “opt-out”



SHA Development

Develop draft Programmatic SHA for USFWS by end of 2016

Begin NEPA Environmental Assessment by early 2017

1.0 Introduction

- 1.1 Need for Safe Harbor Agreement
- 1.2 Scope

2.0 Authority and Purpose

- 2.1 Authority
- 2.2 Purpose

3.0 Agreement

- 3.1 Description of Covered Species
- 3.2 Description of Existing Conditions

4.0 Agreement Implementation

- 4.1 Enrollment Procedures
 - 4.1.1 Safe Harbor Management Agreements
- 4.2 Certificate of Inclusion
- 4.3 Conservation Strategy/Measures
- 4.4 Baseline Conditions
 - 4.4.1 Maintaining Baseline Conditions Greater than Zero
- 4.5 Providing a Net Conservation Benefit
 - 4.5.1 Expected Changes to Available Spotted Owl Habitat

4.6 Incidental Take

- 4.6.1 Estimating Potential Incidental Take

4.7 Monitoring and Reporting

- 4.7.1 Monitoring and Reporting for Individual Property Owners

4.8 Unplanned Harvests

5.0 Responsibilities

- 5.1 The Service
- 5.2 DNR
- 5.3 Washington Department of Fish and Wildlife
- 5.4 Participating Landowner
- 5.5 Shared Responsibilities of the Parties Regarding the Agreement

- 5.6 Shared Responsibilities of the Parties Regarding Safe Harbor Management Agreements
- 5.7 Additional Conservation Measures

6.0 Assurances to Enrolled Landowners

7.0 Agreement Management

- 7.1 Safe Harbor Agreement Termination
- 7.2 Landowner's Safe Harbor Management Agreements Termination
- 7.3 Agreement Amendments
- 7.4 Agreement Renewal
- 7.5 Safe Harbor Management Agreements Renewal
- 7.6 Succession and Transfer
- 7.7 Baseline Adjustment
- 7.8 Remedies
- 7.9 Dispute Resolution

8.0 Additional Measures

- 8.1 Availability of Funds
- 8.2 No Third-Party Beneficiaries
- 8.3 Other Federally Listed Species
- 8.4 Neighboring Landowners

9.0 Authorizing Signatures

Appendix A. Safe Harbor Agreement Landowner Certificate of Inclusion Template

Appendix B. Landowner Monitoring Checklist

Appendix C. Site-specific Management Measures

Appendix D. NSO Safe Harbor Enrollment Document (Safe Harbor Management Agreements)

References

1.) Define Baseline

2.) Identify Conservation Measures

3.) Determine Net Conservation Benefit

4.) All other SHA Components



“Baseline”

The USFWS’ Safe Harbor Policy defines “baseline conditions” as “population estimates and distribution and/or habitat characteristics and determined area of the enrolled property that sustain seasonal or permanent use by the covered species at the time the SHA is executed.”

Baseline must be protected for the duration of the agreement - mitigation debt is not allowed



“Net Conservation Benefit”

Conservation benefits can include, but are not limited to:

- maintaining, restoring, or enhancing habitat;
- increasing habitat connectivity/reducing fragmentation;
- maintaining or increasing species population numbers;
- buffering protected areas; testing conservation strategies; and
- reducing the potential effects of catastrophic events.



Conservation Measures

Defined as those actions that:

- (a) protect and retain existing habitat that is not part of the baseline; or
- (b) (b) recruit and retain future spotted owl habitat.

1. Forest Management

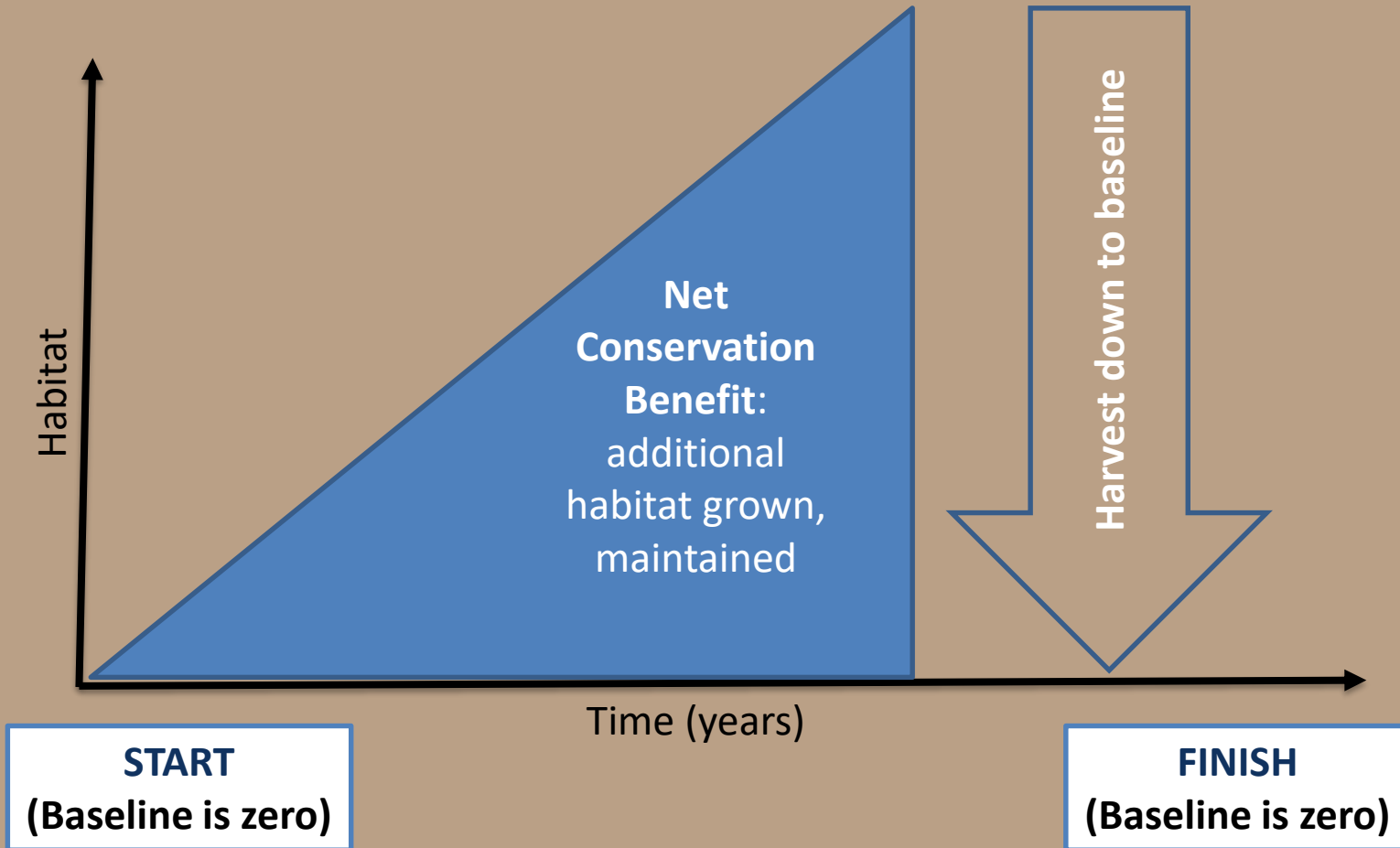
- i. Habitat development, maintenance, enhancement
- ii. In all cases, there is a requirement to protect baseline habitat on enrolled properties

2. Future Conservation Measures

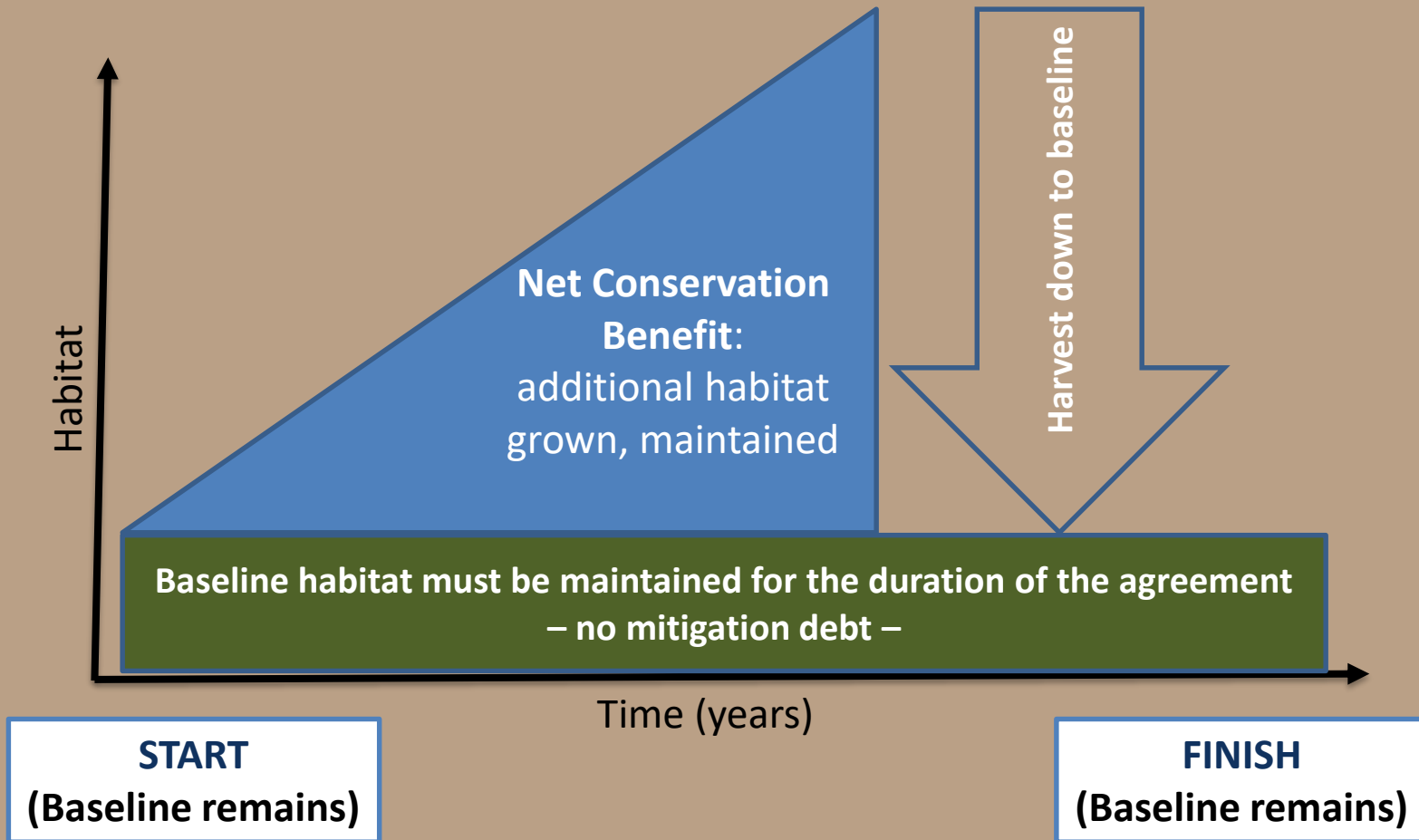
3. Not Included: Barred Owl Removal



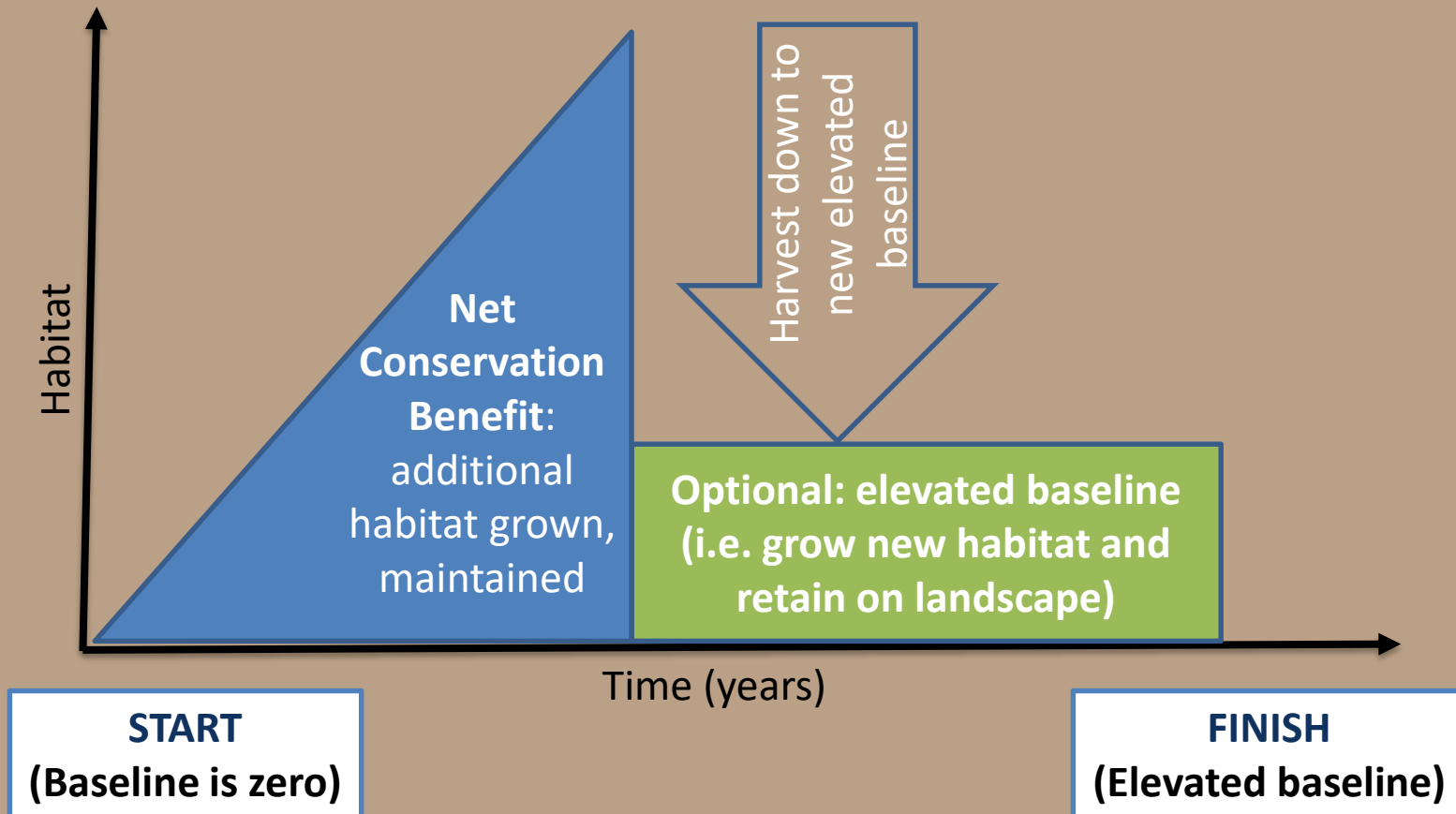
“If you don’t have baseline”



“If you have baseline”



“If you don’t have baseline, but want to offer an elevated baseline as a net conservation benefit”



Questions?





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