

**FINAL
ENVIRONMENTAL ASSESSMENT
FOR THE
PROGRAMMATIC SAFE HARBOR
AGREEMENT
FOR
UTAH PRAIRIE DOGS**

June 19, 2009

TABLE OF CONTENTS

Executive Summary	1
1.0 Purpose and Need	1
1.1 Purpose of the proposed action	1
1.2 Need for the proposed action	2
1.3 Decisions to be made	2
1.4 NEPA Responsibilities	3
1.5 Issues Raised During Project Planning	3
2.0 Alternatives	3
2.1 Alternative A-No Action Alternative.....	3
2.2 Alternative B-Preferred Alternative.....	3
2.3 Alternative C-Individual Permits	6
3.0 Affected Environment.....	7
3.1 General Description	7
3.2 Vegetation	9
3.3 Wildlife	9
3.4 Endangered, Threatened and Candidate species	9
3.5 Wetlands	14
3.6 Geology/Soils.....	15
3.7 Land Use	15
3.8 Air Quality	15
3.9 Water Resources	16
3.10 Cultural Resources	16
3.11 Socio-economic Environment.....	16
4.0 Environmental Consequences	17
4.1 Alternative A-No Action Alternative.....	17
4.1.1 Vegetation	17
4.1.2 Wildlife	17
4.1.3 Endangered, Threatened, Candidate, and State Species of Concern.....	17
4.1.4 Wetlands	17
4.1.5 Geology/Soils.....	18
4.1.6 Land Use	18
4.1.7 Air Quality	18
4.1.8 Water Resources	18
4.1.9 Cultural Resources	18
4.1.10 Socio-economic Environment.....	18
4.1.11 Cumulative Effects.....	19
4.2 Alternative B-Preferred Alternative.....	19
4.2.1 Vegetation	19
4.2.2 Wildlife	21

4.2.3	Endangered, Threatened, Candidate, and State Species of Concern.....	22
4.2.4	Wetlands	26
4.2.5	Geology/Soils.....	26
4.2.6	Land Use	26
4.2.7	Air Quality	26
4.2.8	Water Resources	27
4.2.9	Cultural Resources	27
4.2.10	Socio-economic Environment.....	28
4.2.11	Cumulative Effects.....	28
4.3	Alternative C-Individual Permits	28
5.0	Consultation and Coordination with Others	29
5.1	Participating Partners	29
5.2	Document Preparer and Contacts.....	29
6.0	References	30-32

APPENDICES

Appendix A: Programmatic Safe Harbor Agreement for Utah Prairie Dogs

EXECUTIVE SUMMARY

The Utah prairie dog (*Cynomys parvidens*) has been listed under the Endangered Species Act (ESA) since 1973. Currently approximately 75% of the species population and habitat occur on private lands. In an effort to promote conservation and recovery of the species on private lands, Safe Harbor Agreements may be used to provide net conservation benefits to the species while providing assurances and incentives to private landowners. Sections 2, 7, and 10 of the Endangered Species Act allow the U.S. Fish and Wildlife Service (USFWS) to enter into Safe Harbor Agreements and issue permits. The Panoramaland Resource Conservation and Development Council (RC&D Council), Inc. has submitted a Programmatic Safe Harbor Agreement (Programmatic Agreement) for the Utah prairie dog and have applied for an Endangered Species Act 10(a)(1)(A) Enhancement of Survival permit (10(a)(1)(A) permit). The USFWS must analyze the program under the National Environmental Policy Act.

The RC&D Council is a local nonprofit community-based organization in South-Central Utah established under State of Utah law with the purpose of fostering and advocating natural resource conservation through community restoration. The RC&D Council recently completed a broad-based planning process which identified the need to enhance fish and wildlife habitat. In response to this need, the RC&D Council has taken the lead in a cooperative effort designed to promote the conservation and recovery of the Utah Prairie Dog on private lands. This effort will utilize voluntary “Safe Harbor Agreements” with interested private landowners under the terms of a Programmatic Agreement with the USFWS. As part of this initiative, the RC&D Council will hire a qualified professional biologist to oversee and implement the program.

1.0 PURPOSE AND NEED

1.1 Purpose of the proposed action

The purpose of issuing a 10(a)(1)(A) permit and the approval of the Programmatic Agreement is to facilitate conservation activities on non-federal lands within the historical range of the threatened Utah prairie dog. The Programmatic Agreement is intended to create an incentive for non-federal landowners to voluntarily protect Utah prairie dogs and conserve their habitat while providing landowners with the assurance that they will not be subjected to increased restrictions should their beneficial stewardship efforts result in increased Utah prairie dog populations.

The primary purpose of the Programmatic Agreement is to increase participation by making it more efficient for private landowners to become involved in Utah prairie dog conservation and recovery. Therefore, this greater efficiency is anticipated to increase the number of participants, which will increase the acres of available habitat for the species. Without the Programmatic Agreement landowners or managers may become discouraged with the complexity of the permitting process, financial burden, and time delays associated with the issuance of Individual Safe Harbor Agreements. These burdens could delay the needed conservation measures for the Utah prairie dog.

1.2 Need for the proposed action

As stated above, the Utah prairie dog is a listed threatened species, therefore measures need to be taken to protect them and conserve their habitat. Approximately 75% of the species' population occurs on private lands. As such, cooperation of landowners is very important. The Programmatic Agreement and associated 10(a)(1)(A) permit is a mechanism to work cooperatively with landowners by providing them regulatory assurances as well as increasing Utah prairie dog populations and/or enhancing, restoring, maintaining, or expanding prairie dog habitat.

Without engaging private landowners in conservation and management of Utah prairie dogs, the recovery of the species will be difficult. Currently, many landowners fear that the presence of a threatened or endangered species could restrict what they can do with their land (Environmental Defense, 2008). As a result, they may manage their property to discourage the presence of the Utah prairie dog.

1.3 Decisions to Be Made

The USFWS will make the final decision on the issuance of the 10(a)(1)(A) permit. Possible outcomes are to issue a section 10(a)(1)(A) permit under the Endangered Species Act (ESA) based on the Programmatic Agreement as proposed, issue a 10(a)(1)(A) permit with modifications, or deny the 10(a)(1)(A) permit application and not approve the Programmatic Agreement. To issue the 10(a)(1)(A) permit, the USFWS must find:

1. The take will be incidental to an otherwise lawful activity and will be in accordance with the terms of the Programmatic Agreement.
2. The Programmatic Agreement complies with the requirements of the USFWS Safe Harbor policy.
3. The probable direct and indirect affects of any authorized take will not appreciably reduce the likelihood of survival and recovery in the wild of any species.
4. Implementation of the terms of the Programmatic Agreement is consistent with applicable federal, state, and tribal laws and regulations.
5. Implementation of the terms of the Programmatic Agreement will not be in conflict with any ongoing conservation programs for species covered by the 10(a)(1)(A) permit.
6. The RC&D Council has shown capability for, and commitment to, implementing all of the terms of the Programmatic Agreement.

Assuming the measures included in the proposed Programmatic Agreement for the Utah prairie dog meet these criteria, it is the responsibility of the USFWS to issue the desired 10(a)(1)(A) permit for the species associated with the land management activities covered in the Programmatic Agreement.

1.4 NEPA Responsibilities

This Environmental Assessment (EA) has been developed as part of the public process implemented by the USFWS in deciding whether to issue a 10(a)(1)(A) permit as required by the National Environmental Policy Act (NEPA). This EA has been prepared to analyze the proposed Programmatic Agreement for the Utah prairie dog. The EA is an analysis of potential impacts that could result with the implementation of the proposed action or alternatives to the proposed action. This EA will ensure compliance with NEPA, and make a determination as to whether any “significant” impacts could result from the analyzed actions. “Significance” is defined by NEPA and is found in regulation 40CFR 1508.27. This EA will also provide evidence for determining whether an Environmental Impact Statement (EIS) or a statement of “Finding of No Significant Impact” (FONSI) should be prepared. If it is determined that this project has "significant" impacts following the analysis in the EA, then an EIS would be prepared for the project.

1.5 Issues Raised During Project Planning

Throughout project development and planning, two primary issues were raised. These issues were used to focus the proposed alternative and are as follows:

1. The proposed action must incorporate enough conservation measures to ensure a conservation benefit to the species while addressing private landowner concerns regarding management of their lands.
2. The proposed action must streamline the process while maintaining necessary regulatory oversight to ensure the protection of the species.

2.0 ALTERNATIVES

2.1 Alternative A-No Action Alternative

With the No Action Alternative, the USFWS would not approve the Programmatic Agreement or issue the associated 10(a)(1)(A) permit. Therefore, a coordinated effort to conserve and manage Utah prairie dogs on non-federal properties using the Programmatic Agreement would not occur. Agricultural activities would continue within the covered areas in accordance with applicable laws but it is uncertain if efforts to provide conservation benefits for Utah prairie dogs or other listed species would occur. The additional benefits from the conservation requirements of the Preferred Alternative would not be realized under the No Action Alternative. With the continuation of the No Action Alternative conservation efforts for this species would primarily occur on federal lands. Therefore, 75% of the species will not receive conservation benefits.

2.2 Alternative B-Preferred Alternative (Approval of Programmatic Safe Harbor Agreement and Issuance of the 10(a)(1)(A) Permit)

The Preferred Alternative is the approval of the Programmatic Agreement (Appendix A) and the issuance of a 10(a)(1)(A) permit. The Preferred Alternative is intended to provide net conservation benefits for the Utah prairie dog.

Under the Programmatic Agreement, the RC&D Council will work with private landowners to develop Cooperative Agreements which will incorporate conservation measures such as enhancing habitat, creating new habitat, protecting existing habitat, reintroducing Utah prairie dog colonies, and monitoring and reporting conservation efforts. Upon review and approval of the Cooperative Agreements by the USFWS, the RC&D Council will issue Certificates of Inclusion to private landowners. Utah prairie dog colonies existing on property at the time of enrollment are considered baseline and are fully protected under the Endangered Species Act. The Programmatic Agreement and the ESA regulatory assurances would only cover those Utah prairie dog populations and habitat created through participation in the Programmatic Agreements. Landowners may also take their property back to the baseline condition after the term of at least 15 years. These impacts to Utah prairie dog under the 10(a)(1)(A) permit, however, would be minimized by the habitat benefits described above. Neighboring landowners can seek coverage under the Programmatic Agreement against future regulatory restrictions should the Utah prairie dog move onto their property as a result of conservation and management activities. These regulatory assurances, however, only cover Utah prairie dog colonies and habitat that are not part of an enrolled property's existing baseline condition.

Participation from private landowners is voluntary. Each participating landowner must sign and agree to the terms specified in the Programmatic Agreement. Regulations require that baseline surveys be performed; reasonable notification will be given of any activity that may result in take of the covered species; and that access be granted by the private landowner to monitor conservation and management actions. As the Programmatic Agreement administrator, the RC&D Council will coordinate with the USFWS and Utah Division of Wildlife Resources (UDWR) on all conservation measures and take associated with the individual Cooperative Agreement. The RC&D Council will employ a qualified biologist to oversee and coordinate the program.

Each Cooperative Agreement shall specify the individual conservation measures and management activities to be carried out on the enrolled property to which it applies and a timetable for implementing those activities. The RC&D Council will ensure management activities are carried out as described in each Cooperative Agreement and that all reporting requirements are completed. The following activities which have been identified by the USFWS as providing a net conservation benefit to the Utah prairie dog. A combination of the activities as described below will be included in each Cooperative Agreement with individual landowners.

Standard Activities

The following management activities shall be included in all Cooperative Agreements:

- Limit the use of pesticides and herbicides within 100 feet of active prairie dog burrows to those included on a list of USFWS-approved chemicals.
- Avoid the use of heavy equipment in occupied prairie dog habitat during sensitive life stages such as breeding and nursing.

- All practices will be planned and applied in a manner that will avoid or minimize adverse effects to sensitive, threatened or endangered species.
- Monitor habitat restoration activities to assess the general condition of habitat, use of the habitat by the covered species, progress of the ongoing management activities, and satisfaction of the USFWS with the project, and adjust practices as deemed necessary.

At least two of the following management activities to improve, maintain and/or restore Utah prairie dog habitat shall be included in all Cooperative Agreements except as approved by the USFWS:

- Prescribed grazing to increase visual surveillance, increase forage quantity and quality, and deferment or rest to create vegetative barriers to limit expansion to undesirable locations, and/or
- Brush management to restore plant community balance, increase visual surveillance, and increase forage quantity and quality, and/or
- Seeding to restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality, and/or,
- Prescribed burning to increase forage quantity and quality, and/or,
- Noxious weed control to facilitate restoration of rangelands or pasturelands, increase visual surveillance, and increase forage quantity and quality.

Additional Activities

A private landowner may elect to include one or more of the following management activities in a Cooperative agreement:

- Irrigation improvements and control to reduce the chance of burrow flooding, and increase forage quantity and quality, increase access to moist vegetation.
- Plant vegetative barriers, such as, windbreaks, shelterbelts, or rows of tall grasses and shrubs to manage dispersal of prairie dogs into sensitive areas identified in Exhibit B of the Cooperative Agreement, thereby minimizing the need for future control of prairie dogs.
- Dust burrows for fleas using pesticides and techniques approved by the Utah Prairie Dog Recovery Team, to prevent the spread of plague.
- Artificial burrow preparation and translocation of live Utah prairie dogs to establish a new colony in suitable habitat.
- Any other conservation measure that provides a net conservation benefit to the species as approved by the USFWS.

Incidental Take

A private landowner's activities may result in some incidental take of Utah prairie dog while engaging in normal agricultural activities such as grazing, ranching, and farming. Incidental take will be avoided and minimized through the following:

- In occupied Utah prairie dog habitat, deep tilling (greater than 18 inches) will be avoided. If it cannot be avoided, it will occur when adults and pups are above ground and can avoid impacts of equipment.
- The use of heavy equipment in occupied habitat will be avoided during breeding and nursing seasons.

Control

Due to management activities, a participant may experience increases in Utah prairie dog populations that could detrimentally impact the participant's ongoing ranching and farming activities. Thus, control measures may be authorized in a Cooperative Agreement if total adult prairie dogs on the enrolled property exceed a specified number, which shall be no less than 20 adults (as determined by the previous spring count) or twice the baseline number (whichever is larger). In addition to a cap on numbers, areas within the enrolled property may be identified as areas of control where animals could detrimentally impact the participants' ongoing ranching and farming activities, or where they detrimentally impact structures (i.e., within 50 feet of a house or structure). Control will be authorized through the issuance of a Certificate of Registration through the Utah Division of Wildlife Resources.

Incentives may be provided to participating private landowners under the Programmatic Agreement for the implementation of conservation measures that will provide net conservation benefits to the species. Financial assistance and other incentives may be provided by USDA Farm Bill Programs, USFWS Partners for Fish & Wildlife Program, the State of Utah, and other partners or cooperators.

2.3 Alternative C-Approval of Individual Safe Harbor Agreements and Issuance of the 10(a)(1)(A) Permit

Under Alternative C, landowners and managers could decide to develop Individual Safe Harbor Agreements and obtain an Individual 10(a)(1)(A) permit.

Individual Agreements and 10(a)(1)(A) permits would provide the same assurances and terms to the landowner as the Programmatic Agreement identified in the Preferred Alternative. The Individual Agreement, however, requires that each landowner perform a complex and lengthy application process. Individual landowners would also be required to implement all conservation measures and reporting requirements associated with the Individual Agreement.

3.0 AFFECTED ENVIRONMENT

The Preferred Alternative proposes to cover Utah prairie dog habitat throughout its range in South-Central Utah on non-federal agricultural lands. Participation is voluntary for landowners and specific sites will be identified as participants enroll in the program. Therefore, the discussion of the affected environment and the environmental consequences must be approached broadly and will include typical Utah prairie dog habitat.

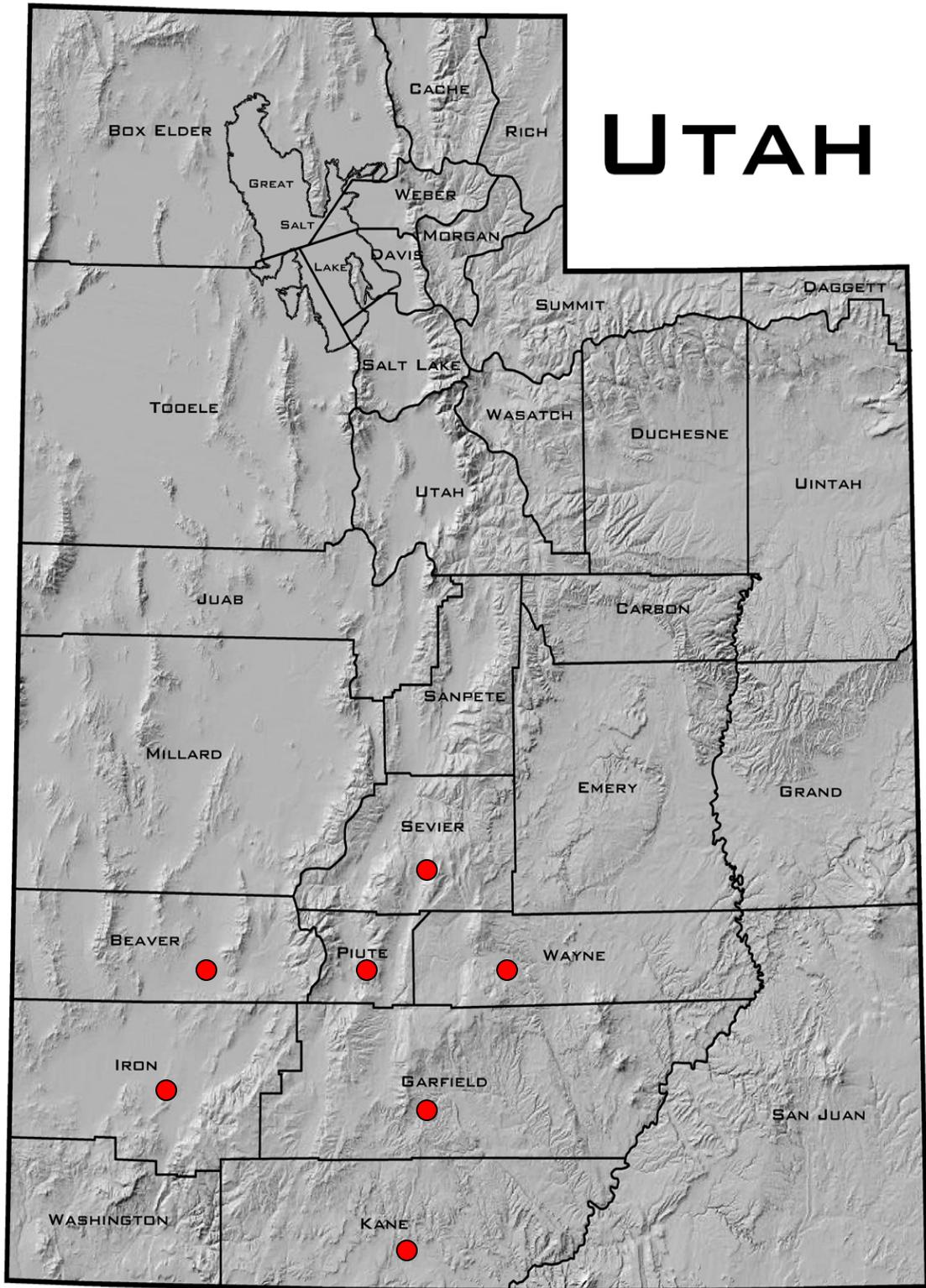
Typical Utah prairie dog habitat includes arid grasslands, sagebrush, and open habitats in South-Central Utah (Zaveloff, 1988). Prairie dogs forage primarily on grasses and forbs, and tend to select those with higher moisture content (Crocker-Bedford, 1975). Juveniles prefer dead vegetation and cattle dung over leaves and stems of shrubs. Cicadas are the preferred animal food for the Utah prairie dog (Crocker-Bedford and Spillett, 1981). They often select colony sites in swales where the vegetation can remain moist even in drought conditions (Collier, 1975; Crocker-Bedford and Spillett, 1981). Vegetation must be short stature to allow the prairie dogs to see approaching predators as well as have visual contact with other prairie dogs in the colony (Collier, 1975, Crocker-Bedford and Spillett, 1981). Soils need to be well drained for burrow sites. Burrows must be deep enough to protect the prairie dogs from predators as well as environmental and temperature extremes. Utah prairie dogs are found in elevations from 5,400 feet on valley floors up to 9,500 feet in mountain habitats.

3.1 General Description

All non-federal agricultural lands with Utah prairie dog habitat in Sevier, Piute, Wayne, Garfield, Kane, Beaver, and Iron counties are eligible for participation in the Programmatic Agreement project area. This area totals 1,103,416 acres which represents approximately 8.5% of the total acres within these counties (National Agricultural Statistics Service, June 2004).

Approximately ninety percent of the acres within these counties are federally owned and managed in compliance with the Endangered Species Act (NRCS, 2008).

The following map identifies the counties of Utah that are included in the proposed agreement (red dots).



State of Utah Counties Included in the Safe Harbor Agreement

3.2 Vegetation

The vegetation likely to be present on enrolled properties will include irrigated cropland which consists primarily of alfalfa and small grains in rotation; irrigated pasture consisting of introduced perennial grasses; and rangeland consisting of grassland or shrub steppe plant communities. Vegetation is currently impacted by existing land-use activities, such as farming, livestock ranching and recreation.

3.3 Wildlife

Existing farming and livestock ranching operations are important to many wildlife species as they incidentally provide food and water. There are a multitude of species that may on occasion occupy the potentially eligible lands within the seven counties included in the Programmatic Agreement. Some of the more common species include but are not limited to: American badger (*Taxidea taxus*), American kestrel (*Falco sparverius*), black-tailed jackrabbit (*Lepus californicus*), Botta’s pocket gopher (*Thomomys bottae*), coyote (*Canis latrans*), desert cottontail rabbit (*Sylvilagus audubonii*), desert mule deer (*Odocoileus hemionus crooki*), elk (*Cervus elaphus*), golden eagle (*Aquila chrysaetos*), horned lark (*Eremophila alpestris*), long-tailed weasel (*Mustela frenata*), mourning dove, northern goshawk (*Accipiter gentiles*), pronghorn antelope (*Antilocapra americana*), red-tailed hawk (*Buteo jamaicensis*), rock squirrel (*Spermophilus variegatus*), sage thrasher (*Oreoscoptes montanus*), sage sparrow (*Amphispiza belli*), (*Zenaida macroura*), striped skunk (*Mephitis mephitis*), western meadowlark (*Sturnella neglecta*), greater sage grouse (*Centrocercus urophasianus*), pygmy rabbit (*Brachylagus idahoensis*), burrowing owl (*Speotyto cunicularia*), western rattlesnake (*Crotalus viridis*), and gopher snake (*Pituophis melanoleucus*).

3.4 Threatened, Endangered, Candidate, and State Species of Concern

Thirty threatened, endangered, candidate, and state species of concern are known to occur in the seven counties included in the Programmatic Agreement. Only twelve of the species would likely occur on potentially eligible lands. These species are identified as described below.

List of Threatened, Endangered, Candidate, and State Species of Concern

Common Name	Scientific Name	Status	Can the species occur within potentially eligible lands?
Birds			
California condor	<i>Gymnogyps californianus</i>	Experimental	Yes
Greater sage-grouse	<i>Centrocercus urophasianus</i>	State Species of Concern	Yes
Mexican spotted owl	<i>Strix occidentalis</i>	Threatened	No
Southwestern willow flycatcher	<i>Empidonax traillii extimus</i>	Endangered	No
Ferruginous hawk	<i>Buteo reglis</i>	State Species of Concern	Yes

Common Name	Scientific Name	Status	Can the species occur within potentially eligible lands?
Burrowing owl	<i>Speotyto cunicularia</i>	State Species of Concern	Yes
Western yellow-billed cuckoo	<i>Coccyzus americanus</i>	Candidate	No
Mammals			
Allen's big-eared bat	<i>Idionycteris phyllotis</i>	State Species of Concern	Yes
Big free-tailed bat	<i>Nyctinomops macrotis</i>	State Species of Concern	Yes
Fringed myotis	<i>Myotis thysanodes</i>	State Species of Concern	Yes
Pygmy rabbit	<i>Brachylagus idahoensis</i>	State Species of Concern	Yes
Spotted bat	<i>Euderma maculatum</i>	State Species of Concern	Yes
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	State Species of Concern	Yes
Utah prairie dog	<i>Cynomys parvidens</i>	Threatened	Yes
Fish			
Bonytail	<i>Gila elegans</i>	Endangered	No
Colorado pikeminnow	<i>Ptychocheilus lucius</i>	Endangered	No
Humpback chub	<i>Gila cypha</i>	Endangered	No
Razorback sucker	<i>Xyrauchen texanus</i>	Endangered	No
Invertebrates			
Coral Pink Sand Dunes tiger beetle	<i>Cincindela limbata albissima</i>	Candidate	No
Kanab ambersnail	<i>Oxyloma haydeni kanabensis</i>	Endangered	No
Plants			
Autumn buttercup	<i>Ranunculus aestivalis</i>	Endangered	Yes
Barneby's reed-mustard	<i>Schoenrambe barnebyi</i>	Endangered	No
Heliotrope milkvetch	<i>Astragalus montii</i>	Threatened	No
Kadochrome bladderpod	<i>Lesquerella tumulosa</i>	Endangered	No
Last Chance townsendia	<i>Townsendia aprica</i>	Threatened	No
Maguire's daisy	<i>Erigeron maguirei</i>	Threatened	No
Navajo sedge	<i>Carex specuicola</i>	Threatened	No
Rabbit Valley gilia, also known as Alice's wonder flower	<i>Gilia caespitosa or Alicellia caespitosa</i>	Candidate	No
San Rafael cactus	<i>Pediocatus despainii</i>	Endangered	No

Common Name	Scientific Name	Status	Can the species occur within potentially eligible lands?
Siler pincushion cactus	<i>Pediocactus sileri</i>	Threatened	No
Welsh's milkweed	<i>Asclepias welshii</i>	Threatened	No
Winkler cactus	<i>Pediocactus winkleri</i>	Threatened	No
Wright fishhook cactus	<i>Sclerocactus wrightiae</i>	Endangered	No
Ute ladies'-tresses	<i>Spiranthes diluvialis</i>	Threatened	No

Allen's big-eared bat (*Idionycteris phyllotis*) - “The Allen’s big-eared bat is one of the least known bat species in North America. It was not discovered in the United States until 1955, and it was not known to exist in Utah until 1969. The species is rare in Utah, occurring only in the southern portion of the state. It is included on the Utah Sensitive Species List. Preferred habitats for the species include rocky and riparian areas in woodland and scrubland regions. Little is known about the breeding activity of the species, but females have been found with single young during the late spring and early summer. Allen's big-eared bat is an insectivore, eating insects captured in flight or plucked from vegetation. The species is nocturnal, roosting in caves or rock crevices during the day (UDWR, 2008a).”

Autumn buttercup (*Ranunculus aestivalis*) -The Autumn buttercup was listed as endangered on July 21, 1989. The species has been given a recovery priority of six. This indicates the plant is a subspecies with a high degree of threat and low recovery potential. The Autumn buttercup occurs on the Utah Plateau section of the Colorado Plateau. The species is located on small mounds along margins of wet meadows and have been known to occur in and around Utah prairie dog habitat. The known population grows on an east facing slope of the upper Sevier River Valley bottom at an elevation of 6,440 feet.

The Autumn buttercup is a herbaceous perennial that grows 1-2 feet tall. Flowering and fruiting occurs in July. Several bees, wasps and flies help pollinate the species. Seeds are dispersed within a close proximity of the plants. The seeds will only germinate after cold temperature treatments (USFWS, 1991). The species is known to be palatable to livestock and wildlife. Several threats include drought, livestock and wildlife grazing. Trampling of plants and habitat by livestock and wildlife also poses a threat. In 1991, known plants were fenced or covered with cages.

Big free-tailed bat (*Nyctinomops macrotis*) - “The big free-tailed bat occurs in the western United States, as well as in much of Latin America. The species is rare in Utah, occurring primarily in the southern half of the state, although individuals may rarely occur in northern Utah. The big free-tailed bat is included on the Utah Sensitive Species List. The big free-tailed bat prefers rocky and woodland habitats, where roosting occurs in caves, mines, old buildings, and rock crevices. The species is typically active year-round, spending summers in temperate North America and migrating to warmer areas in North America and South America for the winter. Big free-tailed bats eat insects, primarily moths. Females may give birth to a single offspring during late spring or early summer each year (UDWR, 2008b).”

Burrowing owl (*Speotyto cunicularia*) - Burrowing owls depend largely upon prairie dog tunnels for nesting. They are common residents around Utah farms and bordering towns and roads. Burrowing owls are the only small owl that habitually perches on the ground (Utah Division of Wildlife Resources, 1973). When it feels threatened, the burrowing owl may hiss and sound ominously like a rattlesnake (Jackson, 1990).

California condor (*Gymnogyps californianus*) – The California condor was listed as endangered on March 11, 1967 (32 FR 4001). In Utah, south of I-70, the California condor is an experimental nonessential population. North of I-70, the California condor is listed as an endangered species. California condors are among the largest flying birds in the world (U.S. Fish and Wildlife Service 1996; 61 FR 54043). California condors remain one of the world's rarest and most imperiled vertebrate species (Cooper, 1890; Koford, 1953; Wilbur, 1978) with California being listed as the only critical habitat. Over the last century, populations declined (due to lead poisoning, cyanide poisoning, shooting, and DDT contamination) to the point that the few remaining birds were captured for captive breeding efforts in the 1980s. The California condor may occur throughout Southern Utah in a variety of habitats. California condors prefer mountainous country at low and moderate elevations, especially rocky and brushy areas near cliffs. Condors roost in snags, tall open-branched trees, or cliffs, often near important foraging grounds. California condors eat carrion, usually feeding on large items such as dead sheep, cattle, and deer. California condors are not likely to roost and nest near Utah prairie dog locations due to the lack of necessary habitat. However, transient stop-over visits may occur within Utah prairie dog populations and habitat.

Ferruginous hawk (*Buteo regalis*) - Ferruginous hawks which have been known to occur in Utah prairie dog habitat are the largest of the North American Buteo hawks. The most common nesting is in pinyon-juniper communities but has also been found in cedars, limber pine, willow trees, cottonwoods, sagebrush, and swamp oaks. The trees chosen are frequently isolated and often in the transition zone to the adjacent community. The nests are located six to ten feet above the ground (BLM, 1978).

In 20 studies ferruginous hawks ate primarily mammals (95.4% by biomass; 83.3% by frequency in a sample of 6,203 prey items); cottontail rabbit, jackrabbits, ground squirrels, prairie dogs, pocket gophers, and kangaroo rats were particularly important in the diets studied. Birds consisted of only 4.1% of the overall diet. The remainder of the diet was comprised of 0.5% amphibians and reptiles and a trace of insects (Olendorff, 1993).

Fringed myotis (*Myotis thysanodes*) -“The fringed myotis is a small bat that occurs in most of the western United States, as well as in much of Mexico and part of southwestern Canada. The species is widely distributed throughout Utah, but is not very common in the state. The fringed myotis inhabits caves, mines, and buildings, most often in desert and woodland areas. The species commonly occurs in colonies of several hundred individuals. Females generally give birth to a single offspring during the summer. Beetles, which are plucked from vegetation or the ground, are the major prey item of the fringed myotis. Because the fringed myotis flies so close to rocks and thick vegetation, its wings are particularly strong and

puncture resistant. The species is nocturnal, and individuals hibernate during the cold winter months. The fringed myotis is brown in color, with a characteristic fringe of stiff hairs along the edge of the tail membrane (UDWR, 2008c).”

Utah prairie dog (*Cynomys parvidens*) – The Utah prairie dog was once widely distributed throughout South-Central Utah. The Utah prairie dog now occurs in the southwestern part of the state. The species is not found anywhere else in the world, making it the only non-fish vertebrate endemic to Utah (Biological and Conservation Database, 2002). The Utah prairie dog was listed as an endangered species in 1973 and it has been federally listed as a threatened species since 1984 (USFWS, 1973, 1984, 1991). Utah prairie dogs live in groups or families. The species forms colonies and spend much of its time in underground burrows, often hibernating in the winter.

The species breeds in the spring, and young can be seen above ground in early June. The Utah prairie dog diet is composed of flowers, seeds, grasses, leaves, and insects (Biological and Conservation Database, 2002). Predators include badgers, weasels, ferrets, coyotes, bobcats, foxes, hawks, man, eagles, and some snakes. Threats to the species include intentional poisoning, shooting, diseases such as plague, habitat loss and degraded habitat quality, and environmental conditions such as vegetation changes and drought (Crocker-Bedford, 1975; Stoddart *et al.* 1975; Collier and Spillett, 1975; U.S. Fish and Wildlife Service, 1991). Factors leading to degraded habitat quality arise from land ownership and management practices, including overgrazing and fire suppression. Overgrazing has led to vegetation changes from grass to shrub; erosion of the swales that were historically occupied by Utah prairie dogs; and lowered water tables which in turn reduces the amount of moisture available for palatable grasses and forbs that supply summer food for Utah prairie dogs (Crocker-Bedford, 1975). Habitat loss and poor habitat quality are immediate concerns for the remaining Utah prairie dogs. Most of the species distribution occurs on private lands which are or will be largely developed for agricultural production or housing (USFWS, 1991).

Greater sage-grouse (*Centrocercus urophasianus*) - The greater sage-grouse which has been known to occur in Utah prairie dog habitat was petitioned for federal listing under the ESA, with the USFWS receiving three petitions. In January 2005, the USFWS completed its status review of the greater sage-grouse throughout its range and determined that the species does not warrant listing under the ESA at this time (70 FR 2244, January 15, 2005). In February of 2008, the USFWS initiated a new status review to take into consideration relevant new information that has become available since its 2005 finding that the greater sage-grouse did not require protection under the ESA. The final review is expected in late 2008 (73 FR, 10218, February 26, 2008). Greater sage-grouse are found throughout many western and northwestern states. Habitat consists of large expanses of sagebrush cover, particularly big sagebrush, and wet meadows (UDWR, 2003). Sage grouse populations are migratory, have large annual ranges, and use different habitats at different times of the year.

Threats on the greater sage-grouse include urban expansion; conversion of native habitat into agricultural lands; establishment of invasive, non-native plants (e.g., cheatgrass); some

logging in areas, altered fire cycles (large expanses of sagebrush habitat being converted to non-native grassland); and overgrazing by livestock (UDWR, 2003). Nest predators also threaten the species.

Pygmy rabbit (*Brachylagus idahoensis*) - The pygmy rabbit which has been known to occur within Utah prairie dog habitat, has been petitioned to be listed under the Endangered Species Act (ESA) as threatened or endangered. In December 2008, the USFWS issued a substantial 90-day finding and initiated a 12-month status review of the species. Pygmy rabbits are the smallest of all North American rabbits and are half the mass of a mountain cottontail. Pygmy rabbits are the only true burrowing rabbit. Landscape selection by rabbits is linked very closely with the availability of deep, loose soils in which to construct burrows. The primary cause of mortality is predation.

Spotted bat (*Euderma maculatum*) - “The spotted bat occurs throughout much of the western United States, as well as in southwestern Canada and northern and central Mexico. Spotted bats occur state-wide in Utah, but have probably never been abundant in any particular location. Unfortunately, current data suggest that the species may be becoming even more rare in Utah than it was in the past. Consequently, the spotted bat is included on the Utah Sensitive Species List.

Spotted bats may be found in a variety of habitats, ranging from deserts to forested mountains; they roost and hibernate in caves and rock crevices. Females generally give birth to a single young in late spring. Spotted bats eat insects, primarily moths, which are usually captured in flight. Similar to Utah's other bat species; the spotted bat is nocturnal (UDWR, 2008d).”

Townsend's big-eared bat (*Corynorhinus townsendii*,) - “The Townsend's big-eared bat occurs in western North America, from southwestern Canada to Mexico. Isolated populations of the species also occur in areas of the central and eastern United States. The species occurs state-wide in Utah at elevations below 9,000 feet. Unfortunately, Townsend's big-eared bat populations in Utah are thought to be declining, and the species is therefore included on the Utah Sensitive Species List.

Townsend's big-eared bat can occur in many types of habitat, but the species is often found near forested areas. Caves, mines, and buildings are used for day roosting and winter hibernation. Consequently, human disturbances of caves and the closures of abandoned mines may constitute threats to the species.

Females congregate into nursery colonies and typically give birth to one young each year. Townsend's big-eared bats eat flying insects, particularly moths, and individuals are often seen foraging near trees. The species is nocturnal, and individuals typically do not leave their roosts until well after sunset (UDWR, 2008d).”

3.5 Wetlands

Natural wetlands included within the seven county area of the Programmatic Agreement are much reduced from historical accounts of the area. Most wetlands are small and centered around

small isolated springs or along the margins of small streams or rivers. Current impacts from surface disturbing activities in jurisdictional wetlands within the covered area are regulated through the U.S. Army Corps of Engineers. Utah prairie dog habitat typically is located in upland areas and is not likely to overlap with wetland areas.

3.6 Geology/Soils

Potential sites covered under the Programmatic Agreement can vary widely in the type and quality of geology/soil types. Soil characteristics are an important factor in the location of Utah prairie dogs, since well-drained soil is necessary for their burrows. Utah prairie dogs need soils that can retain shape to avoid burrow collapse. Prairie dogs require the soil to be deep enough to provide protection from predators and insulation from temperature extremes. The burrows are typically 3.3 feet (one meter) deep underground and remain dry (USFWS, 1991a). However, burrows of the Utah prairie dog have also been reported as being up to approximately 10 feet in depth (McDonald, 1993). Soil color may provide additional protection from predators by camouflaging the prairie dogs (Collier, 1975; Turner, 1979).

Some ongoing agricultural activities such as tilling, plowing, fencing, and seeding have resulted in minor soil erosion and ground disturbance in likely Utah prairie dog habitat.

3.7 Land Use

The land use within South-Central Utah varies greatly. Land uses range from industrial centers and residential areas to agricultural and livestock operations. Sites eligible for participation in the Programmatic Agreement will be on agricultural farmland and open rangeland. Major land uses on potential sites for the Programmatic Agreement in South-Central Utah include range, alfalfa and grass hay, corn and small grain crops, and hog production.

3.8 Air Quality

The most recent UDAQ Statewide Emissions Inventory Report shows that the primary air pollutant in South-Central Utah is volatile organic compounds (VOC), followed by carbon monoxide (CO), PM10, nitrogen oxides (NO_x), sulfur oxides (SO_x), and PM2.5. The greatest sources of air pollution emissions in South-Central Utah include vehicle emissions, gas stations, and wood burning stoves. (Utah Division of Air Quality, 2006)

The air quality within South-Central Utah is expected to remain unchanged, as it is typical of undeveloped regions in the Western United States. Limited data collected in areas indicate that ambient pollutant levels are usually near or below measurable limits (Utah Division of Air Quality, 2006).

Only minor localized affects to air quality are expected to continue from ongoing agricultural equipment operation and associated activities (i.e., application of chemicals, burning of ditches and fence lines). Any surface disturbing activities may increase localized dust levels. Spray drift (movement of chemicals in the air to unintended locations) and volatilization (the evaporation of

liquid to gas) of applied chemicals temporarily results in chemical particles in the air, which can be inhaled and deposited on skin or plant surfaces and affect humans, wildlife, and non-target plants. Chemical particles can also be transported away from the target location, depending on weather conditions and application method.

3.9 Water Resources

Water is an important resource throughout the proposed project area and includes both surface and ground water. Much of the water in the streams and rivers is diverted for agricultural uses and some for municipal water-system use. Water resources in the covered area also include groundwater that is pumped for agricultural, residential, municipal, and industrial use. Many things affect water resources including precipitation, topography, agriculture, vegetation cover, and general land use practices.

3.10 Cultural Resources

Both prehistoric and historical cultural resources are distributed throughout South-Central Utah. The area of potential coverage is large enough to assume that cultural resources are within the covered area of the Programmatic Agreement.

Activities associated with existing farming and livestock ranching that do not disturb soil typically do not impact cultural resources. However, any construction work or habitat modifications related to farming, ranching, and fencing that disturb soil potentially impact cultural resources. As most of the agricultural activities have resulted in ongoing ground disturbance, any additional affects to cultural or historic resources are likely to be minor. Though located on private lands, construction and disturbance activities associated with the Programmatic Agreement utilizing state or federal funding require review for potential impact to historical properties under the Utah State Antiquities Act (UCA 9-8-404), Section 106 of the National Historic Preservation Act (NHPA), and the subsequent regulations for the Protection of Historic Properties established in 36CFR 800 as appropriate. By complying with State and federal law, impacts to cultural resources as a result of the proposed activities will be negligible.

3.11 Socio-economic Environment

Within the counties included in the Programmatic Agreement area, agriculture has traditionally played—and continues to play—an important role in local history, culture, and social structures. From an economic standpoint, however, agriculture has lost a great deal of its prominence in the region. In 2005, 4.3% of income-earning jobs were held by farm proprietors in the seven-county area. The makeup of economic activity in the area is very diverse with the largest sectors being accommodation and food services, educational services, retail trade, construction, and manufacturing. Agriculture and related industries (including forestry, fishing, and hunting) contribute 6.3% of total employment in the effected area as compared to the U.S. as a whole, in which these industries only constitute 1.5% of employment.

Of all farming or ranching income in the region, approximately 80% comes from livestock and livestock-related products. Beginning in about 1995, there was a sharp increase in the importance of the livestock component in total agricultural income. Within the effected area, annual livestock-based income grew from approximately \$125 million per year in 1995 to \$340 million by 2004.

4.0 ENVIRONMENTAL CONSEQUENCES

4.1 Alternative A-No Action Alternative

4.1.1 Vegetation

There is expected to be no change in the current impacts on vegetation communities under the No Action Alternative. With this alternative, the Utah prairie dog is typically not considered in vegetation management decisions. The management of vegetation on private lands would continue to be at the discretion of the private landowner. Major changes in current vegetation types is not expected. Any Utah prairie dog habitat improvements would likely be incidental.

4.1.2 Wildlife

No change in the current impacts to wildlife, as described in section 3.3 above, is expected under this alternative. Conservation of the Utah prairie dog on non-federal lands would not normally be part of the considerations in private landowner's management of existing wildlife within the seven county area.

4.1.3 Endangered and Threatened and Candidate species

No change in the current impacts to endangered, threatened, candidate, and state species of concern, as described in section 3.4, is expected under this alternative. The conservation of endangered, threatened, candidate, and state species of concern would not normally be part of the considerations in private landowner's management of existing wildlife and plant species within the seven county area. Due to fear of regulatory restrictions on land use and management activities, some landowners may purposely manage their lands to make them unattractive to listed species. Coordinated efforts to conserve and manage Utah prairie dogs on private lands would not occur. Conservation of the Utah prairie dog would continue on federal lands consistent with ESA section 7 consultation activities.

4.1.4 Wetlands

No change in the current impacts to wetlands, as described in section 3.5, is expected under this alternative. Conservation of the Utah prairie dog on non-federal lands would not normally be part of the considerations in private landowner's management of existing wetlands within the seven county area.

4.1.5 Geology/Soils

There is expected to be no change in the current impacts on geology/soils under the No Action Alternative. With this alternative, the Utah prairie dog is typically not considered in geology/soil management decisions. The management of geology/soil on private lands would continue to be at the discretion of the private landowner. Any Utah prairie dog habitat protection would likely be incidental.

4.1.6 Land Use

No change in the current impacts to land use, as described in section 3.7, is expected under this alternative. Conservation of the Utah prairie dog on non-federal lands would not necessarily be part of the considerations in any existing land use. Any protection of habitat for the Utah prairie dog would likely be incidental to existing land uses.

4.1.7 Air Quality

No change in the current impacts to air quality, as described in section 3.8, is expected under this alternative. Conservation of the Utah prairie dog on non-federal lands would not normally be part of the considerations in private landowner's management of air quality within the seven county area.

4.1.8 Water Resources

No change in the current impacts to water resources, as described in section 3.9, is expected under this alternative. Conservation of the Utah prairie dog on non-federal lands would not necessarily be part of the considerations in any management of existing water resources.

4.1.9 Cultural Resources

No change in the current impacts to cultural resources, as described in section 3.10, is expected under this alternative. Conservation of the Utah prairie dog habitat on non-federal lands would not necessarily be part of the considerations in the management of cultural resources within the covered area and would be incidental to existing land uses or through the desires of individual landowners. Under this alternative, further review of impacts to historical properties is not required under State and federal law since there will be no involvement of State or federal funding.

4.1.10 Socio-economic Environment

No change in socio-economic conditions is expected under this alternative. The result of implementing the No Action Alternative would be to continue the current circumstances in which producers have no assurance that protecting Utah prairie dog habitat will not result in the realization of future economic losses due to endangered species protection laws. This uncertainty will, in turn, eliminate any incentive for landowners to actively protect habitat or animals found

within their land-ownership boundaries. Implementing this alternative would perpetuate the existing circumstance in which the options available to landowners for addressing issues related to the Utah prairie dog are very limited and which discourage cooperation on the part of landowners.

4.1.11 Cumulative Effects

Cumulative impacts are impacts resulting from the incremental impact of an action when added to other past, present, or reasonably foreseeable actions regardless of what agency or person undertakes such other actions. Utah prairie dogs are susceptible to human activities across their range. Many of these activities, such as grazing; human population expansion and associated infrastructure (increased roads); oil and gas exploration and development; research; and unregulated recreation activities (e.g. off-highway vehicles); and control of prairie dogs as pests on state and private lands within the action area may contribute to negative cumulative effects to the Utah prairie dog through human-caused injury or mortality, elimination of or disturbance to colonies, tunnels, and den sites, destruction or degradation of native grassland or sagebrush habitats, and spreading disease, such as distemper. These activities will continue to cumulatively affect Utah prairie dog population persistence by contributing to loss and fragmentation of small, isolated colonies. With this alternative, impacts to the existing environment within the covered area are anticipated to continue.

4.2 Alternative B-Preferred Alternative

4.2.1 Vegetation

Potential sites proposed by future participants under the Programmatic Agreement can vary widely in the quantity and quality of vegetation. The management actions of sites resulting from enrollment under the Programmatic Agreement could decrease shrub cover, increase plant diversity, decrease noxious weeds, and increase forage availability. As localized Utah prairie dog colonies increase in response to restoration activities, a return to historic disturbance regimes can be expected from Utah prairie dogs digging additional burrows. Habitat manipulations such as mechanical treatments, prescribed burning, herbicide use, and irrigation improvements would result in short-term disturbance of vegetation and potential conversion of sagebrush vegetation communities into grasslands. Vegetation management actions included in the Programmatic Agreement that are designed to benefit Utah prairie dog include the following:

- Limit the use of pesticides and herbicides within 100 feet of active prairie dog burrows to those included on a list of USFWS-approved chemicals.
- Prescribed grazing to increase visual surveillance, increase forage quantity and quality, and deferment or rest to create vegetative barriers to limit expansion to undesirable locations, and/or
- Brush management to restore plant community balance, increase visual surveillance, and increase forage quantity and quality, and/or

- Seeding to restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality, and/or,
- Prescribed burning to increase forage quantity and quality, and/or,
- Noxious weed control to facilitate restoration of rangelands or pasturelands, increase visual surveillance, and increase forage quantity and quality.
- Irrigation improvements and control to reduce the chance of burrow flooding, and increase forage quantity and quality, and increase access to moist vegetation.
- Plant vegetative barriers, such as, windbreaks, shelterbelts, or rows of tall grasses and shrubs to manage dispersal of prairie dogs into sensitive areas identified in the Programmatic Agreement thereby minimizing the need for future control of prairie dogs.

Mechanical treatments

Mechanical treatments include the use of machinery to remove shrubs and the use of machinery to seed an area. Mechanical treatments will be planned to benefit native vegetation. Treatments may injure or kill individual plants within a treated area which will likely result in decreased shrub cover at these sites. However, mechanical treatments can be selective and avoid non-target plants within the project area. Seeding of individual sites within the project area will enhance forage for the Utah prairie dog. Seeding could be accomplished by drilling or a spreader, and could cause temporary ground disturbance. However long term effects are expected to provide greater plant diversity and ground cover. The mechanical treatments would restore plant community balance, restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality.

Prescribed burning

Prescribed burning may be used to manipulate vegetation in limited circumstances. Prescribed burning could kill or injure some plants which will likely result in decreased vegetative cover at these sites. Fire can also stimulate the growth of other plants. Direct short term impacts to plant individuals or potentially suitable habitat could also occur from human and equipment activity. The construction of fire lines using hand tools and heavy machinery could result in temporary population segmentation and the alteration of habitat. All federal funding programs associated with prescribed burning are carried out under controlled environments including specific weather conditions and fire response plans.

Long-term benefits expected from prescribed burns include reduced shrub encroachment and the establishment of a more natural fire regime, and reduced risk for a large catastrophic fire event.

Chemical herbicide

Approved herbicides will be used to control noxious weeds and may be used to manipulate vegetative cover, particularly shrubs. The limited use of approved chemicals will kill or injure

some plants and could result in decreased shrub or vegetative cover at these sites. Long term benefits are anticipated to herbaceous vegetation communities.

Irrigation improvements

Irrigation improvements and control will increase vegetation quantity and quality.

4.2.2 Wildlife

Species that depend on dense shrub cover such as the pygmy rabbit could be negatively impacted. However, individual projects will be planned to avoid and minimize adverse effects on shrub dependent species. The beneficial effects of increased plant diversity, particularly grasses and forbs, may benefit wildlife as a result of implementation of the Preferred Alternative. Modification of existing habitat is likely to increase forage and habitat diversity.

Reestablishment of the Utah prairie dog at existing or new grassland sites would likely result in a small increase in local biodiversity by providing additional prey for some wildlife species at these locations. Increases in Utah prairie dog populations will benefit burrowing owls (a state of Utah sensitive species), weasels, badgers and snakes which have been known to use the prairie dog burrows for shelter and prey.

Using prescribed burning to restore habitat conditions would result in long-term, positive effects to wildlife by reducing the risk of catastrophic wildland fires and improving potentially suitable habitat. Smoke and fire associated with prescribed burns could directly affect wildlife and their young through harassment, displacement, or potential injury. Prescribed burning actions could affect wildlife and cause immediate post-fire alteration, damage, or destruction of occupied or suitable habitat. These activities would reduce forage and cover availability. Any negative effects would generally be short-term, ending when or shortly after the suppression actions are concluded. In addition, adverse effects would be minimized by conducting prescribed burns outside sensitive life stages such as breeding or juvenile rearing.

Mechanical habitat manipulations such as seeding will restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality. Human disturbance and noise associated with the use of heavy equipment may temporarily disperse wildlife from occupied habitats. Adverse effects would be minimized by implementing mechanical treatments outside sensitive life stages such as breeding or juvenile rearing.

Spray drift (movement of chemicals in the air to unintended locations) and volatilization (the evaporation of liquid to gas) of applied chemicals temporarily results in chemical particles in the air, which can be inhaled and deposited on skin or plant surfaces and wildlife. All chemicals will be applied in accordance with state and federal regulations and label instructions.

Irrigation improvements are expected to increase forage quantity and quality, and increase access to moist vegetation for wildlife.

4.2.3 Endangered, Threatened, Candidate, and State Species of Concern

Autumn buttercup

Autumn buttercup plant populations have been known to occur within the range of the Utah prairie dog and may be affected by the Preferred Alternative.

Negative impacts may result from mechanical, chemical or prescribed burning vegetation treatments. These activities could result in the mortality of individual plants and reduction of viable habitat.

Typically, autumn buttercup occurs in moist soils. Vegetative treatments identified in the Preferred Alternative are not expected to be necessary in moist soil habitats. Therefore, negative impacts to this species will be avoided by not applying these vegetation treatments in autumn buttercup habitat.

Burrowing owl

Activities related to the modification of existing habitat such as managed grazing, brush management, controlled burns, seeding, fencing, limited use of herbicides and improved irrigation practices, have the potential to both positively and negatively impact burrowing owl. Activities resulting from the Preferred Alternative may result in loss or reduced quantity and quality of forage and cover habitat in the sagebrush habitat that supports burrowing owl.

Damage to burrows may occur as a result of using heavy equipment for reseeding or mechanical removal of undesirable vegetation. Increased human presence may alter burrowing owl behavior reducing the amount of time available for the species to forage and causing an unnecessary expenditure of energy in fleeing. However, mechanical habitat manipulations will avoid active prairie dog colonies, which will also minimize impacts to owls. These actions will also occur outside of sensitive life stages such as breeding or juvenile rearing for Utah prairie dogs which are similar to burrowing owls.

Limited chemical treatments and weed spraying have the low potential to cause direct mortality due to exposure to overspray or chemical drift. Chemical vegetation treatments also have the potential to reduce available forage for the species in the event of drift or overspray.

Prescribed burning used to retain or improve range condition and maintain lower fuel loads could potentially negatively affect burrowing owl from smoke, fire, noise, or other human-related disturbances that may result in harassment, displacement, injury, or possible mortality; or immediate post-project alteration of key habitat components (e.g., forage or vegetative cover) or owl from surface-disturbing activities. Prescribed burning activities may temporarily reduce forage availability, damage, or destroy burrows and/or owls.

Irrigation improvements and control to reduce the chance of burrow flooding will increase forage quantity and quality.

California condor

California condors are not likely to roost or nest within suitable habitat for Utah prairie dog. However, California condors may briefly stop within Utah prairie dog habitat to feed on carrion. Improved habitat conditions for Utah prairie dog and other wildlife may incidentally benefit California condors. Increased populations of native wildlife may result in greater feeding opportunities for California condor.

Ferruginous hawk

Long-term beneficial impacts to the ferruginous hawk may result from vegetation treatments and reseeding. Increased human presence during habitat modification projects may slightly alter ferruginous hawk behavior, for short durations.

Limited chemical treatments have the low potential to cause direct mortality due to exposure to overspray or chemical drift. Chemical vegetation treatments may also reduce available forage for the species potential prey in the event of drift or overspray.

Smoke and fire associated with prescribed burning could potentially directly affect ferruginous hawk and their young by harassment, displacement, or potential injury. Prescribed burning could also result in loss or reduced quantity and quality of breeding, and cover habitat for ferruginous hawk. These activities could reduce cover availability, and damage nests.

Using prescribed burning to reduce fuel loads and restore habitat conditions in sagebrush habitat within the range of the species may result in long-term, positive effects to the ferruginous hawk by reducing the risk of catastrophic wildland fires and improving potentially suitable habitat for the species.

Greater sage-grouse

Long-term beneficial impacts to the greater sage-grouse may result from vegetation treatments and reseeding. Increases in grass and forbs may result in greater insect populations important for brood rearing for greater sage-grouse. Increased human presence during habitat modification projects may slightly alter greater sage-grouse behavior for short durations.

Limited chemical treatments have the low potential to cause direct mortality due to exposure to overspray or chemical drift. Chemical vegetation treatments also have the potential to reduce available forage for the species in localized areas of treatment.

Smoke and fire associated with prescribed burning could potentially directly affect sage grouse and their young by harassment, displacement, or potential injury. Prescribed burning could consume the leaves and other forage for greater sage grouse, and the sagebrush shrubs that provide vegetative cover. Prescribed burning could also result in loss or reduced quantity and quality of breeding, forage, and cover habitat in the sagebrush habitats that support greater sage grouse. These activities could reduce forage and cover availability, and damage nests.

Using prescribed burning to reduce fuel loads and restore habitat conditions in sagebrush habitat within the range of the species may result in long-term, positive effects to the greater sage grouse

by reducing the risk of catastrophic wildland fires and improving potentially suitable habitat for the species.

Pygmy rabbit

Activities related to the modification of existing habitat such as managed grazing, brush management, controlled burns, seeding, fencing, limited use of herbicides and improved irrigation practices, have the potential to both positively and negatively impact pygmy rabbit. Activities resulting from the Preferred Alternative may result in loss or reduced quantity and quality of forage and cover habitat in the sagebrush habitat that supports pygmy rabbits. These activities could also reduce forage availability, damage or destroy burrows, and remove the sagebrush shrubs that provide above-ground vegetative cover.

Damage to burrows may occur as a result of using heavy equipment for reseeding or mechanical removal of undesirable vegetation. Increased human presence may alter pygmy rabbit behavior reducing the amount of time available for the species to forage and causing an unnecessary expenditure of energy in fleeing.

Limited chemical treatments and weed spraying have the low potential to cause direct mortality due to exposure to overspray or chemical drift. Chemical vegetation treatments also have the potential to reduce available forage for the species in the event of drift or overspray.

Prescribed burning used to retain or improve range condition and maintain lower fuel loads could potentially negatively affect pygmy rabbit from smoke, fire, noise, or other human-related disturbances that may result in harassment, displacement, injury, or possible mortality; or immediate post-project alteration of key habitat components (e.g., forage or vegetative cover) or rabbit from surface-disturbing activities. Prescribed burning activities may temporarily reduce forage availability, damage, or destroy burrows and/or rabbits, and remove the sagebrush and shrubs that provide above-ground vegetative cover.

Irrigation improvements and control to reduce the chance of burrow flooding will increase forage quantity and quality.

Utah bats

The Allen's big-eared bat, big free-tailed bat, fringed myotis, spotted bat, and Townsend's big-eared bat all have been known to occur in Utah prairie dog habitat. The Utah bat species are known to be nocturnal, roosting in old buildings, caves, or rock crevices during the day. However, at night Utah bats may briefly stop within Utah prairie dog habitat to feed on insects. Increases in grass and forb vegetation may result in greater insect populations and therefore greater feeding opportunities for Utah bats. Increased human presence during habitat modification projects may slightly alter Utah bat behavior, for short durations.

Limited chemical treatments have the low potential to cause direct mortality due to exposure to overspray or chemical drift. Chemical vegetation treatments also have the potential to reduce available forage for Utah bat prey in the event of drift or overspray.

Smoke and fire associated with prescribed burning would only incur minor effects because any prescribed burning would take place during the day when Utah bats are roosting.

Using prescribed burning to reduce fuel loads and restore habitat conditions in sagebrush habitat within the range of the Utah bat species may result in long-term, positive effects to the bats by reducing the risk of catastrophic wildland fires and improving potentially suitable foraging habitat for the species

Utah prairie dog

Improved management practices such as prescribed grazing, brush management, controlled burns, limiting use of herbicides, seeding, fencing, and improved irrigation practices would benefit the species and habitat. The Programmatic Agreement supports recovery objective #8 listed in the current Recovery Plan for the Utah prairie dog (USFWS, 1991) by developing and implementing site-specific management plans for colonies that improve areas of marginal habitat and manage factors limiting the growth of colonies.

Activities related to the modification of existing habitat as identified in the Preferred Alternative, could have short-term negative impacts, but will be offset with the long-term benefits of improved habitat quality and quantity. Short-term impacts will be minimized through appropriate conservation measures, such as timing of implementation and avoidance of active Utah prairie dog colonies.

Although incidental take and control of Utah prairie dogs may be authorized in the 10(a)(1)(A) permit, the overall outcome will be a net conservation benefit. The Programmatic Agreement will provide additional habitat for dispersing adults, potentially increasing their occupied habitat and, therefore, is expected to provide a net benefit to the species.

Damage to burrows may occur as a result of using equipment for reseeding or mechanical removal of undesirable vegetation. Increased human presence may alter Utah prairie dog behavior reducing the amount of time available for the species to forage and causing an unnecessary expenditure of energy in fleeing and alerting others.

Chemical treatments and weed spraying will be limited within 100 feet of active colonies. This management activity will minimize the exposure and potential disturbance to the Utah prairie dog. Chemical vegetation treatments also have the low potential to reduce available forage, but will be minimized by targeting of noxious weed and brush species.

Prescribed burning could affect Utah prairie dogs from smoke, fire, noise, or other human-related disturbances. Prescribed burning activities may temporarily reduce forage availability, damage burrows, and remove the above-ground vegetative material. Any effects would generally be short-term, ending shortly after prescribed burning. Despite the initial loss of forage and shrub cover following prescribed burning, the fire would be expected to improve forage quality and quantity, as well as provide greater visibility for detecting predators. Adverse effects would be minimized by conducting prescribed burns outside sensitive life stages such as breeding or juvenile rearing.

Irrigation improvements and control will reduce burrow flooding, increase forage quantity and quality, and increase access to moist vegetation.

Prescribed grazing will increase visual surveillance and forage quantity and quality. Vegetative barriers may be created to limit expansion to locations where Utah prairie dogs would be controlled. Studies conducted on the effects of grazing and habitat quality on the Utah prairie dog (Ritchie and Cheng, 2001), have shown strong associations between grazing season and prairie dog weight gain and reproduction. Fall or winter grazing was shown to have a positive effect on prairie dogs as compared to no grazing. Timing, frequency, intensity and duration of grazing will be specified to benefit the Utah prairie dog.

4.2.4 Wetlands

No change in the current impacts to wetlands, as described in section 3.5 is expected under the Preferred Alternative. Utah prairie dogs reside primarily in upland habitats. Therefore, no activity directly related to the Programmatic Agreement and issuance of a 10(a)(1)(A) permit are anticipated to impact wetland areas.

4.2.5 Geology/Soils

The implementation of the Preferred Alternative, is expected to result in increased habitat and Utah prairie dogs. As Utah prairie dogs increase in response to restoration activities, more ground disturbance can be expected from Utah prairie dogs digging additional burrows. Utah prairie dog activity aerates soils improving water infiltration and growing conditions for plants.

The short term disturbance to vegetation resulting from mechanical treatments, prescribed burning, and herbicide use may result in a minimal increase in erosion and sedimentation. However, long-term soil stability will be improved, and erosion reduced. Irrigation improvements and management will increase vegetation quantity and quality and will reduce sedimentation and erosion.

4.2.6 Land Use

The Programmatic Agreement was developed to be compatible with the current land uses within the historical range of the Utah prairie dog; therefore no change in land use is expected. Agricultural activities are expected to continue. To protect existing land use activities, provisions included in the Programmatic Agreement would provide coverage for neighboring landowners that choose not to participate in the Programmatic Agreement but are affected by prairie dogs that disperse onto their property from participating landowners.

4.2.7 Air Quality

Minor localized increases in dust and emissions may occur during mechanical habitat improvement projects, but would not be appreciably increased over current air quality conditions.

The air quality in these localized areas may improve over the long term due to soil stabilization resulting from improved vegetative management.

Minor effects to air quality also occur during application of herbicides. Spray drift (movement of chemicals in the air to unintended locations) and volatilization (the evaporation of liquid to gas) of applied herbicides temporarily results in chemical particles in the air, which can be inhaled and deposited on skin or plant surfaces and affect humans, wildlife, and non-target plants. Chemical particles can also be transported away from the target location, depending on weather conditions and application method. These effects will be minimized by following label directions and state and federal application regulations.

Prescribed burns could cause short term emissions of particulate matter (PM) and carbon monoxide (CO). All federal funding programs associated with prescribed burning are carried out under controlled environments including specific weather conditions and fire response plans.

4.2.8 Water Resources

Changes in land-use management should improve or maintain vegetative structure in Utah prairie dog habitat communities. This in turn should improve soil stability and water infiltration, and slow runoff. Additionally, irrigation improvements such as the conversion of flood irrigation to sprinkler irrigation will result in conservation of water resources.

4.2.9 Cultural Resources

Most habitat manipulation activities would be part of the normal infrastructure improvements related to a livestock and agricultural operation. Therefore, the impacts from these activities are not completely associated with this alternative and may be common to all of the alternatives. It is anticipated that participants will enroll existing Utah prairie dog habitat sites, and no disturbance of cultural resources will occur.

Habitat manipulation and/or construction activities receiving state or federal funding are subject to review for cultural resources under UCA 9-8-404, Section 106 of the NHPA, and in 36CFR 800 as appropriate. These laws mandate a process of consultation to identify historic properties that may potentially be affected by State or federal undertakings, and to seek ways to avoid, minimize, or mitigate any adverse effects to historic properties prior to the expenditure of state or federal funding or any permits necessary for the completion of the work. Typically, this process involves an archival review for information on historic properties located in the vicinity of the project area, an intensive-level pedestrian inventory of the area of potential effect (APE) by an archaeologist meeting Qualification Standards of the current Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, and the preparation of a report detailing the results of the review and inventory. If no historic properties are affected as a result of the undertaking, the project may proceed as planned. If it is found that historic properties will be affected as a result of the undertaking, state and federal law mandates that consultation occur among appropriate consulting parties (i.e., the Utah SHPO, Native American Tribes, local groups, etc.) to resolve adverse effects.

It is anticipated that adverse effects to historic properties as a result of a section 10(a)(1)(A) permit and acceptance of the Programmatic Agreement are unlikely to occur under the Preferred Alternative since historic properties will be identified in advance of undertakings that would result in additional ground disturbance beyond the normal agriculture activities by following the processes outlined by state and federal law. Under the Preferred Alternative, all activities that may adversely affect cultural resources will be better managed than if there were no state or federal agency involvement.

4.2.10 Socio-economic Environment

Agriculture is expected to maintain its current status as a source of income for people living in the project area. Agricultural operators, however, may benefit from funding provided under the Preferred Alternative. Furthermore, ESA regulatory assurances given to non-federal landowners through the Programmatic Agreement would be available to participants in the program, which would encourage protection of Utah prairie dogs and prairie dog habitat. The additional funding and assurances may decrease pressure to sell and/or develop land. This decrease in pressure to sell or develop could be beneficial to Utah prairie dog habitat and populations.

4.2.11 Cumulative Effects

Cumulative impacts are impacts resulting from the incremental impact of an action when added to other past, present, or reasonably foreseeable actions regardless of what agency or person undertakes such other actions. Utah prairie dogs are susceptible to human activities on lands throughout their range. Many of these activities, such as grazing; human population expansion and associated infrastructure (increased roads); oil and gas exploration and development; research; and unregulated recreation activities (e.g. off-highway vehicles); and control of prairie dogs as pests on state and private lands within the action area may contribute to negative cumulative effects to the Utah prairie dog through human-caused injury or mortality, elimination of or disturbance to colonies, tunnels, and den sites, destruction or degradation of native grassland or sagebrush habitats, and spreading disease, such as distemper. These activities will continue to cumulatively affect Utah prairie dog population persistence by contributing to loss and fragmentation of small, isolated colonies. However, the proposed action (the issuance of a Programmatic Safe Harbor Agreement and 10(a)(1)(A) permit) would improve conditions for the Utah prairie dog on enrolled properties, and provide a net conservation benefit rangewide, that would not exist absent the Programmatic Agreement. Therefore, the proposed alternative, when considered with other past, present, and reasonably foreseeable future activities, would not result in significant cumulative adverse effects to the Utah prairie dog or other aspects of the human environment.

4.3 Alternative C-Individual Permits

Environmental consequences under Alternative C are expected to be similar to those identified and described in the Preferred Alternative. Both beneficial and adverse consequences, however, will be reduced due to decreased participation of landowners.

Under Alternative C, private landowners who want the ESA regulatory assurances associated with an Individual Safe Harbor Agreement would incur additional cost to develop the documents necessary to obtain the 10(a)1(A) permit. The permitting process is complex and help from a professional biologist would likely be needed. With this alternative the landowner may become discouraged with the complexity and time associated with the permitting process. Landowners would be responsible for monitoring and reporting required by USFWS. State and federal agency resource limitations may also prevent the promotion and development of Individual Agreements in a timely manner to provide conservation benefits to the species. To date only five Individual Agreements have been approved and corresponding 10(a)1(A) permits issued by USFWS taking anywhere from one to three years. Therefore, this alternative will lead to fewer cooperators participating resulting in less habitat and conservation measures for the species.

5.0 CONSULTATION AND COORDINATION WITH OTHERS

5.1 Participating partners

1. Color Country Resource Conservation and Development Council, Inc.
2. Environmental Defense Fund
3. Panoramaland Resource Conservation and Development Council, Inc.
4. USDA Natural Resources Conservation Service
5. United States Fish and Wildlife Service
6. Utah State University Cooperative Extension
7. Utah Farm Bureau Federation
8. Utah Division of Wildlife Resources

5.2 Document preparer and contacts

Document Preparer

Megan Robinson, Biologist, Rocky Mountain Environmental Research

Contacts

1. Clair Baldwin, Utah Prairie Dog Coordinator, Panoramaland Resource Conservation and Development Council, Inc.
2. Elise Boeke, U.S. Fish and Wildlife Service, Salt Lake City, Utah
3. Karen Fullen, Wildlife Biologist, Natural Resources Conservation Service
4. Linda Lind, RC&D Coordinator, Natural Resources Conservation Service

6.0 REFERENCES

- Biological and Conservation Database, 2002. Utah Division of Wildlife Resources, The Nature Conservancy, and NatureServe.
- Bureau of Land Management. 1978. Biology of the Ferruginous hawk in Central Utah.
- Collier, G.D. 1975. The Utah prairie dog: abundance, distribution and habitat requirements. Pub. No. 75-10. Utah Division of Wildlife Resources. Salt Lake City, UT.
- Collier, G.D., and J.J. Spillett. 1975. Factors influencing the distribution of the Utah prairie dog, *Cynomys parvidens* (*Sciuridae*). Southwest Nat. 20:2.
- Cooper, J.G. 1890. A doomed bird. Zoe 1:248-249.
- Crocker-Bedford, D. 1975. Utah prairie dog habitat evaluation. Proc. Utah Wild. Tech. Mtg.
- Crocker-Bedford, D.C. and J.J. Spillett. 1981. Habitat relationships of the Utah prairie dog. Prepared under US Fish and Wildlife Service Contract No. 14-16-0008-1117 through Utah Coop. Wild. Research Unit. Logan, UT.
- Environmental Defense. 2008. <http://www.environmentaldefense.org>
- Koford, C.B. 1953. The California condor. National Audubon Society Research Report 4:1-154.
- Jackson, J. 1990. Ecology of Burrowing owl of Central Utah. Unpublished report.
- Martin, D.J. 1973. Aspect of Burrowing Owl Behavior. Utah Division of Wildlife Resources
- McDonald, K. 1993. Analysis of the Utah prairie dog recovery program 1972-1992. Utah Division of Wildlife Resources. Publication No. 93-16.
- National Agricultural Statistics Service. June 2004. Volume 1, Geographic Area Series Part 44.
- NRCS. 2008. <http://www.ut.nrcs.usda.gov/technical/nri/RA-county.html>
- Olendorff, R. R. 1993. Biology and management of ferruginous hawk (*Buteo regalis*): a review. Occasional Papers Number 1. Raptor Research and Technical Assistance Center, U.S. Bureau of Land Management, Boise, Idaho, USA.
- Ritchie M. E. and E. Cheng. 2001. Effects of grazing and habitat quality on UPD. 1998-1999 Final Report. Submitted to the Utah Division of Wildlife Resources, Bureau of Land Management, US Fish and Wildlife Service

Stoddart, L.A., A.D. Smith, and T.W. Box. 1975. RAGE management. McGraw-Hill Book company. New York, NY. 532 pp.

Turner, B. 1979. An evaluation of the Utah prairie dog (*Cynomys parvidens*). Unpublished. Rep. Prepared for the Utah Division of Wildlife Resources. 53 pp.

Utah Division of Air Quality (UDAQ) 2006 Annual Report.
Internet: <http://www.airquality.utah.gov>

Utah Division of Wildlife Resources 2003. <http://dwrcdc.nr.utah.gov/ucdc/>

Utah Division of Wildlife Resources. 2008a.
<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=idiophyl>

Utah Division of Wildlife Resources. 2008b.
<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=nyctmacr>

Utah Division of Wildlife Resources. 2008c.
<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=myotthys>

Utah Division of Wildlife Resources. 2008d.
<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=eudemacu>

Utah Division of Wildlife Resources. 2008e.
<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=corytown>

US Fish and Wildlife Service. 1973. Endangered and Threatened Wildlife and Plants; Final Rule: Utah Prairie Dog. Final Rule to Classify the Utah Prairie Dog as Endangered. Federal Register, vol 38, p. 14678ff.

US Fish and Wildlife Service. 1984. Endangered and Threatened Wildlife and Plants; Final Rule to Reclassify the Utah Prairie Dog as Threatened, with Special Rule to Allow Regulated Taking. Federal Register, Vol 49, May 29, 1984. p. 22330ff

US Fish and Wildlife Service. 1991a. Utah prairie dog recovery plan. US Fish and Wildlife Service, Denver, Colorado.

US Fish and Wildlife Service. 1991b. Endangered and Threatened Wildlife and Plants; Final Rule to Amend Special Rule Allowing Regulated Take of the Utah Prairie Dog. Federal Register, Volume 56, June 14, 1991. p. 27438ff.

US Fish and Wildlife Service. 1991c. "Autumn buttercup (*Ranunculus aestivalis*) Recovery Plan" U.S. Fish and Wildlife Service, Denver, Colorado.

Utah Prairie Dog Recovery Implementation Team. 1997. Utah Prairie Dog Interim Conservation Strategy. August 25, 1997.

U.S. Fish and Wildlife Service. 1996. California condor recovery plan, third revision. Portland, Oregon. 62 pp.

Wilbur, S.R. 1978. The California condor, 1966-76: a look at its past and future. U.S. Fish and Wildlife Service, North America Fauna 72:1-136.

Zeveloff, S.I. 1988. Mammals of the Intermountain West. Salt Lake City, Utah: University of Utah Press. 365 pp.

Appendix A
Programmatic Safe Harbor Agreement for Utah Prairie Dogs

**PROGRAMMATIC SAFE HARBOR AGREEMENT
FOR UTAH PRAIRIE DOGS**



© Laura Romin & Larry Dalton

Panoramaland Resource Conservation and
Development Council, Inc.
and
U.S. Department of the Interior,
Fish and Wildlife Service
June 2009

PROGRAMMATIC SAFE HARBOR AGREEMENT FOR UTAH PRAIRIE DOGS

1. INTRODUCTION

This programmatic Safe Harbor Agreement (Safe Harbor Agreement/SHA) is entered into between the Panoramaland Resource Conservation and Development Council, Inc. (Program Administrator) and the U.S. Department of Interior, Fish and Wildlife Service (Service/USFWS); hereinafter collectively called the "Parties." See Section 13 G of this Agreement for contact information for the parties. The purposes of this Agreement are (1) to promote the conservation of Utah prairie dogs (*Cynomys parvidens*) (UPD), through the voluntary restoration, enhancement, and management of farm and ranchlands in southwestern Utah, (2) to provide certain regulatory assurances to landowners participating in such restoration, enhancement, and management activities, and (3) to accomplish the foregoing without negatively affecting farming activities.

2. COVERED SPECIES AND TRACKING NUMBER

This agreement covers the following Federally listed species, which is hereafter referred to as the "covered species" as defined in the Service's final Safe Harbor Policy (64 FR 32717): UPD (*Cynomys parvidens*).

The Tracking Number for this Agreement and associated permit is TE-155376.

3. PURPOSE AND AUTHORITY

Sections 2, 7, and 10 of the Endangered Species Act (ESA) of 1973, as amended, allow the Service to enter into this Safe Harbor Agreement. Section 2 of the ESA states that encouraging interested parties, through federal financial assistance and a system of incentives, to develop and maintain conservation programs is a key to safeguarding the nation's heritage in fish, wildlife, and plants. Section 7 of the ESA requires the Service to review programs that it administers and to utilize such programs in furtherance of the purposes of the ESA. By entering into this Agreement, the Service is utilizing its endangered species and related programs to further the conservation of the nation's fish and wildlife resources.

Section 10(a)(1) of the ESA authorizes the Service's issuance of enhancement of survival permits for listed species. This Agreement is entered pursuant to the Service's Safe Harbor Agreement final policy (64 FR 32717) final regulations (64 FR 32706), and revisions to the regulations (69 FR 24084) and implements the intent of the Parties to follow the procedural and substantive requirements of section 10(a)(1)(A) of the ESA. The Permit, for which the Administrator has applied, has been applied for in good faith. If granted, it is expected to benefit the UPD by increasing and improving the habitat available to them, creating an opportunity to increase their numbers, and providing assurances against the loss of the species in the area as a result of habitat loss or other factors elsewhere. The Agreement and Permit are consistent with the purposes and policies of the ESA, because they are expected to further the conservation of the covered species

in a manner consistent with the recommendations and strategies contained in the recovery plan for this species.

The purpose of this Safe Harbor Agreement is for the Parties to collaborate in the voluntary enrollment of non-federal land Cooperators into Cooperative Agreements (Exhibit 1) that define conservation measures for UPDs on Cooperators' property. These Cooperative Agreements will enhance and manage UPDs and the habitat on non-federal lands throughout their range. This Safe Harbor Agreement supports the joint efforts outlined in the Memorandum of Agreement signed by several agencies and partners to work cooperatively to recover the Utah prairie dog.

4. DESCRIPTION OF ENROLLED LANDS

The properties subject to this SHA consist of those non-Federal lands in Beaver, Garfield, Iron, Kane, Piute, Sevier, and Wayne Counties, Utah, that are hereafter made subject to Cooperative Agreements between the owners or managers thereof (Cooperators) and the Program Administrator (Exhibit 1). Such properties are referred to herein as the "enrolled properties." The area within which properties may be enrolled is depicted on the attached map and consists generally of those lands within the aforementioned counties and within the historic range of the UPD. The enrolled properties are to be more precisely indicated on maps attached to such Cooperative Agreements. Current and recent land use practices on the enrolled properties are likely to be varied and to include grazing, crop production, and other agricultural uses, as well as recreational uses. Such Cooperative Agreements shall be effective upon the signing thereof by the Cooperator and the Program Administrator.

5. BASELINE DETERMINATION

For each enrolled property, the baseline conditions shall be based upon a survey of the enrolled property, undertaken by a qualified person satisfactory to the Service and according to Service approved protocol (Exhibit 6), not more than 12 months prior to the signing of the Cooperative Agreement, to delineate the location and acreage of all occupied UPD habitat and conduct a count of adult UPD present. In order to receive the assurances regarding take of covered species specified in Section 11 hereof, a Cooperator must maintain on the enrolled property at least as many acres of occupied habitat and adult animals as were present when the Cooperator entered into the program and in the same general locations.

6. MANAGEMENT ACTIVITIES

Each Cooperative Agreement shall specify the habitat restoration, enhancement, and management activities to be carried out on the enrolled property to which it applies and a timetable for implementing those activities. These activities shall include those listed as "standard activities" in Exhibit 2 and such "additional activities" listed in Exhibit 2 as the Cooperator agrees to implement. The object of such activities will be to increase the amount and suitability of habitat for the UPD on the enrolled properties. The Service has determined that implementation of these activities is expected to produce a net conservation benefit for the covered species. Each Cooperative Agreement shall also specify any incidental take and control that may occur through normal agricultural activities such as grazing, ranching, and farming. Any

population caps or control zones will be clearly specified according to standards defined in Exhibit 2.

The Program Administrator will ensure management activities are carried out as described in the Cooperative Agreement and that all reporting requirements are completed. Emergency situations, such as drought, wildfire, plague, or insect infestations, may require management actions not specified in the Cooperative Agreement. In these situations, the Parties acknowledge that it may be impossible to provide the 90-day notice required by section 10 of the Cooperative Agreement prior to initiation of activities that could result in take of the covered species. However, the Program Administrator will immediately notify the Service of such a situation and take actions as described in Section 10 of the Cooperative Agreement.

7. NET CONSERVATION BENEFIT

Implementation of this SHA is reasonably expected to provide a "net conservation benefit" to the covered species, because the collective management activities performed by the Cooperators pursuant to this Agreement are expected to provide an increase in the covered species' population and/or enhance, restore, maintain or expand the covered species' habitat.

Specifically, the Agreement supports recovery objective #8 listed in the current Recovery Plan for the UPD (USFWS 1991¹) by developing and implementing site-specific management plans for colonies that improve areas of marginal habitat and manage factors limiting the growth of colonies. A revised Recovery Plan is expected in the near future that will include actions on non-federal lands that will benefit UPDs. This agreement will support recovery actions pertaining to improving and protecting habitat on non-federal lands. In addition, it is anticipated that many Cooperators will engage in practices such as grazing management or brush management that may improve habitat for other species. Although incidental take and control of UPDs may be authorized in the permit, the overall outcome will be a net conservation benefit. This Agreement will provide additional habitat for dispersing adults, potentially increasing their occupied habitat and, therefore, is expected to provide a "net benefit" to the species.

8. OTHER RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties of this agreement are described below.

A. In addition to entering into Cooperative Agreements with willing non-Federal landowners and managers, as described above, the **Program Administrator agrees to:**

- 1)** Conduct outreach and provide information pertaining to this Utah Prairie Dog Safe Harbor program to non-federal landowners who may be interested in enrolling in the program.
- 2)** Work with potential participants to identify appropriate management activities for the enrolled property to be included and detailed in Exhibit B of the Cooperative Agreement.

¹ U.S. Fish and Wildlife Service, 1991. Utah prairie dog recovery plan. U.S. Fish and Wildlife Service, Salt Lake City, Utah. September 1991.

- 3) Coordinate with the Service to conduct Baseline Determinations.
- 4) Provide copies of all Cooperative Agreements to the Service for review and approval.
- 5) Inform the Service within 30 days of any notification it receives from a Cooperator (or from a neighboring landowner who has entered into an agreement pursuant to Section 9 hereof) of the latter's intent to make a change in land use likely to reduce the acreage of occupied UPD habitat or living individuals, and to coordinate with the Service in the event that it chooses to relocate such potentially affected individuals of the covered species in response to such notification;
- 6) Annually, in cooperation with the Service and Utah Division of Wildlife Resources (UDWR), carry out surveys of the restored habitat on enrolled properties to assess the general condition of habitat, use of the habitat by the covered species, progress of the ongoing management activities, any incidental take or control that occurred or may have occurred, and satisfaction of the Cooperator with the project. Such surveying activities may be carried out on the Program Administrator's behalf by a qualified entity pursuant to an agreement with the Program Administrator and Cooperator;
- 7) Provide the Service with an annual report, due by March 1 of each year, in the form attached hereto as Exhibit 3; and
- 8) Furnish the Service with copies of all Cooperative Agreements hereunder within 2 weeks after they are signed.

B. In consideration of the foregoing, the Service agrees to:

- 1) Upon execution of the Agreement, issue to the Program Administrator a permit in accordance with ESA section 10(a)(1)(A), and valid for a period of 35 years, authorizing take of the covered species as a result of implementing management activities specified in a Cooperative Agreement, or as a result of other lawful activities on enrolled properties after the management activities specified in such Cooperative Agreement have been initiated, provided that such taking shall be consistent with maintaining baseline conditions on the enrolled property.
- 2) Provide to the Program Administrator and Cooperators technical assistance, to the maximum extent practicable, when requested; and provide information on Federal funding programs.
- 3) Review and provide comments on all Cooperative Agreements before they are signed within 30 days of receipt.
- 4) Approve each Cooperative Agreement that is consistent with the purposes of this Safe Harbor Agreement.

9. OTHER LANDOWNERS WHO MAY SECURE INCIDENTAL TAKE AUTHORIZATION

Landowners who own land that is immediately adjacent to enrolled land, may, without committing to undertake any management activities described in Section 5 on such adjoining land, secure the incidental take authority conferred by the permit issued by the Service to the Program Administrator pursuant to Section 8.B.1, provided: (1) such adjoining landowner enters into a written agreement with the Program Administrator in the form attached hereto as Exhibit 4; (2) such written agreement specifies the baseline conditions on such adjoining property; (3) activities resulting in such incidental take are consistent with maintaining the baseline conditions on such adjoining property and such adjoining landowners give the Program Administrator 90 days notice (except when precluded by emergency situations) prior to commencing any change in land use likely to reduce the number of prairie dogs or the amount of occupied prairie dog habitat on such adjoining property. The adjoining landowner may either accept the Program Administrator's proposed baseline conditions or have undertaken at his own expense a survey to establish the baseline conditions more precisely. Under either event, the determination of baseline conditions shall be made by a qualified person approved in writing by the Service.

10. AGREEMENT AND PERMIT DURATION

This Agreement becomes effective upon issuance by the Service of the ESA section 10(a)(1)(A) permit described in Section 8 hereof, and will be in effect for 35 years. The permit will have a term of 35 years. Cooperative Agreements developed pursuant to this SHA will be for a term of at least 15 years. Certificates of Inclusion issued under this permit will have a term of 10 years beyond the term of the Cooperative Agreement but in no event beyond 2044. This SHA and the permit described in Section 8 hereof may each be extended by mutual written consent of the parties given on or after date of expiration in compliance with all applicable laws and regulations.

11. ASSURANCES REGARDING TAKE OF COVERED SPECIES

Provided that such take is consistent with maintaining the baseline conditions identified in Section 5 hereof, the ESA section 10(a)(1)(A) permit referenced in Section 8 shall authorize the taking of the covered species incidental to otherwise lawful activities as well as control as defined in the Cooperative Agreement by Cooperators (and by neighboring landowners who have entered into agreements pursuant to Section 9 hereof), and their employees or agents, in the following circumstances:

- A.** Implementing the management activities identified in Section 6 hereof; or
- B.** Making any lawful use of the enrolled property of the Cooperator after the management activities identified in Section 6 have been initiated, including but not limited to farming, ranching, or other agricultural use, use of registered pesticides and herbicides (provided that such use is in accordance with label restrictions, "standard activities" specified in Exhibit 2 and such "additional activities" from Exhibit 2 that are included in Exhibit B of the Cooperator's Agreement), recreation, use and maintenance of access paths and of roadways, and irrigation ditch repair and maintenance.

12. MODIFICATIONS

- A. Modification of the Agreement. Either party may propose amendments to this Agreement by providing written notice to, and obtaining the written concurrence of the other Party. 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.
- B. Termination of the Agreement. As provided for in Part 12 of the Service's Safe Harbor Policy (64 FR 32717), a Cooperator may terminate his Cooperative Agreement with the Program Administrator for circumstances beyond his or her control by giving written notice to the Program Administrator. In such circumstances, the Cooperator may, pursuant to the permit referenced in Section 8.B.1 hereof, return the enrolled property to baseline conditions even if the management activities identified in Section 6 have not been fully implemented.
- C. Permit Suspension or Revocation. The Service may suspend or revoke the permit referenced in Section 8.B.1 above 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 in accordance with 50CFR 13.27 and 13.28.
- D. Inability of the Program Administrator to Continue. If the Program Administrator shall, for any reason, cease to be able to perform its obligations under this Agreement, it shall give written notice of that fact to the Service at least 60 days prior to ceasing to perform its obligations under the Agreement. Upon receiving such notice, the Service may, at its discretion after consultation with Cooperators, either amend this Agreement and the associated permit 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 under the same substantive terms in compliance with all applicable laws and regulations.

13. OTHER MEASURES

- E. Remedies. No party shall be liable in monetary damages for any breach of this SHA, any performance or failure to perform an obligation under this SHA or any other cause of action arising from this SHA.
- F. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all Parties.
- G. Succession and Transfer. As provided in Part 11 of the Service's Safe Harbor Agreement Policy, if a Cooperator transfers his or her interest in the enrolled property to another non-Federal entity, the Service 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.

- H. Availability of Funds.** Implementation of this SHA is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this SHA 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 will not be required under this SHA to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.
- I. No Third-Party Beneficiaries.** This SHA 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 SHA to maintain a suit for personal injuries or damages pursuant to the provisions of this SHA. The duties, obligations, and responsibilities of the Parties to this SHA with respect to third parties shall remain as imposed under existing law. In the event that the permit referenced in Section 8.B.1 hereof, is rendered illegal, the Service shall, at the request of a Cooperator, remove and relocate away from the enrolled property any UPD on the enrolled property in excess of baseline conditions.
- J. Other Listed Species, Candidate Species, and Species of Concern.** Although the Service regards it as unlikely, the possibility exists that other listed, or candidate species, or species of concern may occur in the future on enrolled properties as a result of the management actions specified in Exhibit B of the Cooperator's Agreement. In the event that a non-covered species that may be affected by covered activities becomes listed under the ESA, the Program Administrator will notify the Cooperators to implement the no-take/no-jeopardy measures (as defined in the ESA) identified by the Service for that species until the permit is amended to include such species, or until the Service notifies the Program Administrator that such measures are no longer needed to avoid jeopardy to, take of, or adverse modification of the critical habitat of, the non-covered species.
- K. Notices and Reports.** Any notices and reports, including monitoring and annual reports, required by this SHA shall be delivered to the persons listed below, as appropriate:

Panoramaland Resource Conservation and Development Council, Inc. 340 North 600 East
Richfield, Utah 84701
(435) 896-8965

Utah Field Supervisor,
U.S. Fish and Wildlife Service 2369 West Orton Circle, Suite 50 West Valley City, Utah
84119 (801) 975-3330

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement to be in effect as of the date that the Service issues the permit referred to in Section 8.B.1 above.

Donald A. Falvey
Chairman
Panoramaland Resource Conservation and Development Council, Inc.

Date

Larry Crist
Utah Field Supervisor,
U.S. Fish and Wildlife Service

Date

EXHIBIT 1

Cooperative Agreement

This is a voluntary agreement that recognizes the unique and important role that non-federal landowners in Utah 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 non-federal owned land while minimizing the impact of such activities on the right and ability of the owner or manager thereof to use it as he or she wishes. The Cooperator will comply with all local state and federal laws in the implementation of this cooperative agreement. The terms of this agreement are as follows:

1. The Panoramaland Resource Conservation and Development Council, Inc. ("Program Administrator") and (Cooperator) have entered into this Agreement to improve and manage Utah Prairie Dog (UPD) habitat for the betterment of wildlife, including endangered species, on certain land owned or managed by the Cooperator that are delineated on the attached map (Exhibit A), and referred to herein as the "enrolled property."
2. The United States Fish and Wildlife Service (Service) has issued to the Program Administrator an endangered species permit that authorizes, until the year [2044], the incidental take and control of UPD by Cooperator and other persons who enter into cooperative agreements with the Program Administrator pursuant to the permit under a Certificate of Inclusion.
3. Certificates of Inclusion issued to Cooperators maybe authorized up to 10 years beyond the termination date of the Cooperative Agreement but in no event beyond 2044, when the permit for the program expires.
4. Cooperator agrees to conduct, or allow to be conducted, activities to restore, enhance, or manage UPD and their habitat in accordance with the plan and funding agreements set forth in the attached Exhibit B and shown in Exhibit A, and maintain such habitat for a minimum period of 15 years from the date of this Agreement.
5. The Cooperator further agrees to provide the Program Administrator with a brief report, due December 31 of the year following the signing of this Cooperative Agreement, and annually thereafter. Such report, in the format shown in Exhibit 5 or in any other simple format to be developed by the Program Administrator, shall identify any management activities undertaken to restore, enhance, or manage UPDs or their habitat on the property subject to this Cooperative Agreement, as well as any changes in the extent of occupied UPD habitat in the preceding year. The Cooperator understands and agrees that the Program Administrator will include these annual reports with the annual report that it is required to submit to the Service. The Cooperator further agrees to promptly report to the Program Administrator the observation of any dead specimens of the UPD.

6. In consideration of the foregoing, the Program Administrator has issued to the Cooperator the attached Certificate of Inclusion under the Program Administrator's permit. This Certificate authorizes the Cooperator and the Cooperator's successors or assigns:
 - a) to take the species identified above incidental to implementing the management activities set forth in the Agreement (Exhibit B); and through normal agricultural activities, and
 - b) to control the species in defined areas as shown in Exhibit A after initiation of, and consistent with such management activities as described in Exhibit B. No control of Utah prairie dogs shall occur until translocation of Utah prairie dogs has been considered and undertaken by the Utah Division of Wildlife Resources or the U.S. Fish and Wildlife Service if possible².
7. After the agreed-upon management activities have been initiated, the Cooperator agrees to give the Program Administrator at least 90 days notice (except when precluded by emergency situations) prior to commencing any change in land use likely to reduce the number of prairie dogs or acres of occupied habitat on the enrolled property, and to allow the Program Administrator to coordinate with the Service for the opportunity to translocate any individuals of the above species from the Cooperator's land to avoid their loss.
8. The Cooperator and the Program Administrator agree that according to surveys conducted by the Service or another party acceptable to the Service, at the time that this Cooperative Agreement was signed, there were [X] adult UPD and [X] acres of occupied habitat on the enrolled property located at the general locations indicated on Exhibit A. That number of adult prairie dogs and acres of occupied habitat in those general locations shall be considered the "baseline conditions" applicable to the property. So long as at least that number of adult prairie dogs and the same acreage of occupied habitat remain in the same general locations on Cooperator's enrolled property, the Cooperator may incidentally take the species as provided in Part 6 above. If requested by the Service within 90 days of its receiving a copy of the Cooperative Agreement, the Cooperator agrees to allow the Service access to the enrolled portion of Cooperator's property for the sole purpose of verifying the baseline determination set forth in this paragraph.
9. Successors and assigns may incur the responsibilities and benefits of this Agreement by becoming a party thereto, unless terminated in writing as specified below. If Cooperator decides to sell or otherwise transfer ownership or management of the property, Cooperator agrees to give the Program Administrator notice of such decision prior to the intended sale or transfer and to give the purchaser or transferee notice of this Cooperative Agreement so that the purchaser or transferee can become a party to it if he or she so wishes. Cooperator will inform the Program Administrator in the event all, or part of, the Cooperator's property

² Suitable translocation sites must exist for translocation to be undertaken.

delineated on the map labeled Exhibit A is transferred to another owner. Any succession, assignment or transfer of this permit is governed by 50 CFR sections 13.24 and 13.25.

- 10.** The Cooperator shall grant the Program Administrator or the Service access to Cooperator's property to confirm that the restoration, enhancement, or management activities set forth in Exhibit B have been conducted, and to assess the condition of the habitats being managed under the Cooperative Agreement. The Program Administrator shall give the Cooperator reasonable notice of these visits and shall be accompanied by the Cooperator or an agent of the Cooperator if the Cooperator so desires.

- 11.** Emergency situations, such as drought, wildfire, plague, or insect infestations, may require management actions not specified in this Agreement. In these situations, the Program Administrator and Cooperator acknowledge that it may be impossible to provide the 90-day notice required by this Agreement prior to initiation of activities that could result in take of the covered species. However, the Cooperator will notify the Program Administrator within 10 days of discovering such a situation, and will make reasonable accommodations to the Program Administrator and the Service for surveying for and/or relocating affected individuals or populations of the covered species prior to the action(s). Surveys and relocation of animals may be precluded by certain urgent or emergency situations. The Program Administrator and the Cooperator will work cooperatively to avoid impacts to the covered species. If the UPD population on the Property is decimated or substantially reduced by plague, translocation of UPD to the property may be undertaken. Response to plague may include dusting the colony for fleas.

- 12.** The Cooperator, or the Cooperator's successors or assigns, may terminate the Cooperative Agreement for reasons beyond their control at any time by giving 60 days written notification to the Program Administrator. If that occurs, the right of the Cooperator or the Cooperator's successors or assigns to incidentally take the species under the permit and Certificate of Inclusion shall expire at the end of the 60-day notification period. This Cooperative Agreement can be renewed, extended, or modified at any time subject to the Cooperator's, the Program Administrator's and the Service's approval. The baseline conditions in any renewal or extension of this Cooperative Agreement shall be determined in the same as set forth in Part 5 above.

- 13.** 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 Program Administrator or the Service in the course of any visit to the property under this agreement. Program Administrator or the Service shall not be liable for any damage to the property of the Cooperator arising from any visit to the property pursuant to this agreement.

14. So long as the permit and Certificate of Inclusion remain in effect, and provided the management activities required by this Agreement have been carried out, the Cooperator may exercise the right conferred by the Program Administrator's permit and the Certificate of Inclusion to incidentally take and control the species as described and identified above on the enrolled property.

Panoramaland Resource Conservation
and Development Council, Inc.,

By _____
Date _____

Cooperator,

By _____
Date _____

Exhibit A

[map of the property subject to the cooperative agreement including management and control
activities described in the Cooperative Agreement]

Exhibit B

[Plan for management actions to be carried out and identified funding agreements]

CERTIFICATE OF INCLUSION

This certifies that the property described as follows [DESCRIPTION], owned by [NAME OF COOPERATOR], is included within the scope of Permit No. _____ issued by the U.S. Fish and Wildlife Service on [DATE] to the Panoramaland Resource Conservation District 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). The term of this Certificate of Inclusion shall extend for ten years beyond the term of the Cooperative Agreement, but in no event beyond 2044. (For example, if the term of the Cooperative Agreement is 15 years, the term of the Certificate of Inclusion will be 25 years.) Such permit authorizes certain activities by participating landowners as part of a safe harbor program to restore and enhance habitat for the Utah Prairie Dog. Pursuant to that permit 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, including control subject only to the terms and conditions of such permit and the cooperative agreement entered into pursuant thereto by the Panoramaland Resource Conservation and Development Council, Inc., and [NAME OF COOPERATOR] on [DATE].

Panoramaland Resource Conservation and Development Council, Inc. Date

Cooperator Date

EXHIBIT 2

Management Activities, Incidental Take, and Control

Management activities will follow guidelines written and approved by the Utah Prairie Dog Recovery Team. In addition, individual projects will be planned to avoid or minimize adverse effects on all other applicable wildlife species. Incidental take and control will follow guidelines described below.

Standard Activities

The following management activities shall be included in all cooperative agreements:

- Limit the use of pesticides and herbicides within 100 feet of active prairie dog burrows to those included on a list of Service-approved chemicals.
- Avoid the use of heavy equipment in occupied prairie dog habitat during sensitive life stages such as breeding and nursing.
- All practices will be planned and applied in a manner that will avoid or minimize adverse effects to sensitive, threatened or endangered species.
- Monitor habitat restoration activities to assess the general condition of habitat, use of the habitat by the covered species, progress of the ongoing management activities, and satisfaction of the Cooperator with the project, and adjust practices as deemed necessary.

At least two of the following management activities shall be included in all cooperative agreements except as approved by the Service:

- Prescribed grazing to increase visual surveillance, increase forage quantity and quality, and deferment or rest to create vegetative barriers to limit expansion to undesirable locations, and/or
- Brush management to restore plant community balance, increase visual surveillance, and increase forage quantity and quality, and/or
- Seeding to restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality, and/or,
- Prescribed burning to increase forage quantity and quality, and/or,
- Noxious weed control to facilitate restoration of rangelands or pasturelands, increase visual surveillance, and increase forage quantity and quality.

Additional Activities

A Cooperator may elect to include one or more of the following management activities in a Cooperative agreement:

- Irrigation improvements and control to reduce the chance of burrow flooding, and increase forage quantity and quality, increase access to moist vegetation,
- Plant vegetative barriers, such as, windbreaks, shelterbelts, or rows of tall grasses and shrubs to manage dispersal of prairie dogs into sensitive areas identified in Exhibit A of the Cooperative Agreement, thereby minimizing the need for future control of prairie dogs.
- Dust burrows for fleas using pesticides and techniques approved by the Utah Prairie Dog Recovery Team, to prevent the spread of plague, or
- Artificial burrow preparation and translocation of live UPD to establish a new colony in suitable habitat.
- Any other conservation measure that provides a net conservation benefit to the species as approved by the Service.

Incidental Take

A Cooperator's activities may result in some incidental take of UPDs while engaging in normal agricultural activities such as grazing, ranching, and farming. Incidental take will be avoided and minimized through the following:

- In occupied UPD habitat, deep tilling (greater than 18 inches) will be avoided. If it cannot be avoided, it will occur when adults and pups are above ground and can avoid impacts of equipment.
- The use of heavy equipment in occupied habitat will be avoided during breeding and nursing seasons.

Control

Due to management activities, a Cooperator may experience increases in UPD populations that could detrimentally impact the cooperator's ongoing ranching and farming activities. Thus, control measures may be authorized in a Cooperative Agreement if total adult prairie dogs on the enrolled property exceed a specified number, which shall be no less than 20 adults (as determined by the previous spring count) or twice the baseline number (whichever is larger). In addition to a cap on numbers, areas within the enrolled property may be identified as areas of control where animals could detrimentally impact the participants' ongoing ranching and farming

activities, or where they detrimentally impact structures (i.e., within 50 feet of a house or barn). These areas must be identified in Exhibit A. Control will be authorized through the following:

- Issuance of a Certificate of Registration through the Utah Division of Wildlife Resources.

EXHIBIT 3

Annual Report for
Safe Harbor Agreement between the U.S. Fish and Wildlife Service
and Panoramaland Resource Conservation and Development Council, Inc.

Permittee's Name: Panoramaland Resource Conservation and Development Council, Inc.

Permit Tracking Number: TE-155376

Location: Non-Federal lands in Beaver, Garfield, Iron, Kane, Piute, Sevier, and Wayne Counties, Utah

Agreement Approved by: Utah Field Office, U.S. Fish and Wildlife Service

Covered Species: Utah Prairie Dog

Report on the Monitoring Program (1-2 paragraphs): Describe in general terms the results of any surveys carried out pursuant to Section 8.A.2 of the Safe Harbor Agreement in the year covered by the report; append a copy of the report. Describe any major changes in the collective condition of UPD habitat included in the baseline or improved as part of the Cooperators' Cooperative Agreement. Describe any evidence of utilization of such habitat by the covered species. Append to this report copies of all reports submitted to the Program Administrator by Cooperators since the last annual report.

Date Annual Report is Due: On or before March 1, for the prior calendar year

Date Annual Report was Received: _____

Date Annual Report was Reviewed: _____

Signature of Reviewer: _____

Printed Name and Phone # of Reviewer _____

Report on Area-wide Management and Conservation Actions (1-2 paragraphs): As necessary to supplement the monitoring reports above, summarize the extent and condition of occupied UPD habitat on the collective enrolled properties. Describe any apparent , year-to-year trends in success in the region, as well as significant differences in conservation success between enrolled properties. Describe any relevant regional conditions (e.g., drought, flood) 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 project areas that may have emerged from the program so far.

EXHIBIT 4

Neighboring Landowner Agreement

1. [Name] (hereafter "Owner") owns land (hereafter "the Property") in [Beaver, Garfield, Iron, Kane, Piute, Sevier, or Wayne County] Utah, that is designated on the attached map and that is adjacent to land enrolled in the Programmatic Safe Harbor Agreement between the Panoramaland Resource Conservation and Development Council, Inc. (Council) and the United States Fish and Wildlife Service (hereafter "the Service"), dated [date]. The Programmatic Safe Harbor Agreement, and the permit issued by the Service to the Panoramaland Resource Conservation and Development Council, Inc., in connection therewith, authorizes participating landowners who enter into cooperative agreements with the Council to restore habitat on land enrolled in the program to take threatened Utah prairie dogs incidental to farming, ranching, and other lawful activities on the enrolled land, provided that baseline habitat conditions as specified in such cooperative agreements are maintained.

2. The Panoramaland Resource Conservation and Development Council, Inc., serves as the Program Administrator of the foregoing Programmatic Safe Harbor Agreement, and as such is authorized by that Agreement to enter into both cooperative agreements with landowners who enroll land in the Programmatic Agreement, and similar Neighboring Landowner Agreements with landowners who own land adjacent to land enrolled in the Agreement. Such Neighboring Landowner Agreements confer upon such neighboring landowners the same rights to take endangered species incidental to lawful activities on such neighboring land, subject to requirements as are set forth in this Agreement, as cooperative agreements confer upon landowners who enroll land in the Programmatic Agreement.

3. The Panoramaland Resource Conservation and Development Council, Inc., has determined that the "baseline conditions" applicable to the Property are as follows: [Number] of adult Utah prairie dogs and [acres] occupied Utah prairie dog habitat occur on the Property at the general locations indicated on the attached map. So long as at least as many adult Utah prairie dogs and that many acres of occupied habitat remain in the same general locations on the Property, Owner may incidentally take Utah prairie dogs in the course of any lawful use of the property, subject to Section 4 below. As used herein, "incidental" take refers to the unintentional or unavoidable killing or injuring of Utah prairie dogs in the course of carrying out otherwise lawful activities. Nothing herein authorizes Owner to capture, collect, or deliberately kill or injure any such prairie dogs.

4. Owner agrees to give the Panoramaland Resource Conservation and Development Council, Inc., at least 90 days notice (except when precluded by emergency situations) prior to commencing any change in land use likely to reduce the acreage of occupied habitat on the Property, and to allow the Service the opportunity to rescue and relocate any individual Utah prairie dogs and translocate them from the Property to avoid their loss or work with the Service

to obtain an appropriate permit.

5. This Neighboring Landowner Agreement remains in effect until the expiration of the Cooperative Agreement between the Panoramaland Resource Conservation and Development Council, Inc., and the Cooperator on [date].

[Owner]

Date

Panoramaland Resource Conservation and Development Council, Inc.

Date

EXHIBIT 5

Annual Report from Cooperator to Program Administrator

Directions: Walk through the conservation area (enrolled lands) observing overall conditions and paying particular attention to the areas where practices have been applied. You may wish to have your baseline maps and Cooperative Agreement handy for reference. Explanations can be brief (one or two sentences).

At the discretion of the Program Administrator, you may substitute for this form a monitoring report provided to you by a biologist or conservation professional familiar with the Utah Prairie Dog.

Condition of Occupied Utah Prairie Dog Habitat

1. Please circle the types of management activities that you will be implementing as part of this Agreement.
 - Brush Management
 - Prescribed Grazing
 - Seeding
 - Prescribed Burning
 - Noxious Weed Control
 - Irrigation Improvements
 - Vegetative Barriers
 - Dusting Burrows
 - Artificial burrow preparation and translocation
 - Other management activities

2. List which of these activities has implemented this year and note whether they differed significantly from the activities described in Exhibit B of your Cooperative Agreement. If the activities were significantly different, explain why.

3. For each activity listed in #2, indicate which month it was completed, and indicate what work remains to be completed.

4. What is the general condition of the prairie dog habitat restored? (i.e., do prairie dogs still occupy the site, height and stature of vegetation, condition of seeded plants, etc.) Please comment separately on each management activity implemented.

5. Has the extent of the area of suitable habitat available for prairie dogs changed within the past year? For example, has the area expanded naturally or has it markedly decreased due to fire, flood, drought, or other natural events?

- Expanded
- Decreased
- Stayed the same

Please explain briefly the extent and causes of any noticeable increase or decrease.

6. If your Cooperative Agreement authorizes control measures on specific portions of your property, what control measures were initiated, and on what parcel of property? How many animals were controlled? Who initiated the control measures?

7. Have you noticed any change in the types or numbers of birds, or other wildlife in the restored area? If so, please describe these briefly.

EXHIBIT 6.

June 22, 2006

Utah Prairie Dog Safe Harbor Agreement Baseline Determination Protocol

This protocol should be used to determine the Utah prairie dog Baseline for Safe Harbor Agreements (SHA). The "Baseline" for a SHA is a description of the current conditions of the Utah prairie dog habitat and colony size on the lands to be covered by the SHA (referred to as the identified lands below). The Baseline will include occupied habitat as well as the number of dogs present on the lands. Methods to determine each of these are described below.

Prior to baseline determination, the Division will determine if annual counts of UPD have been conducted in the past on colonies existing on identified lands and if the colony has been mapped. If they have, the counts will be used in conjunction with the current year counts to obtain the five year average of UPD on the identified lands. If no previous counts have been completed on the identified lands, a current survey of UPD on the site will be completed. This number will be used in conjunction with the number of acres containing active burrows to be managed for once the identified lands are returned to baseline. If the colony has been mapped, the map will be used to assist with locating UPD on the identified lands. It will not be used to determine baseline acres of occupied habitat.

All surveys must be completed by a "Qualified Biologist"³ approved by the U.S. Fish and Wildlife Service (Service) and the Utah Division of Wildlife Resources (Division). Surveys are usually done from March 31 to June 15 before young have emerged, depending on site conditions. If the DWR has conducted annual counts on the identified lands in the past and UPD are known to exist on the site, then the site should be initially surveyed from a distance with a spotting scope so as not to disturb potential occupants. The surveyor must be close enough, however, to be able to see the entire area. He/she may need to survey from many different vantage points depending on the size of the area and obstructions. These surveys must be conducted when animals are not in hibernation and weather conditions are conducive to prairie dog activity (little to no wind, no precipitation and temperatures between 65 and 90 degrees F). The area will be monitored for 1 hour counting adult animals only. The surveyor must be careful not to double count animals.

If no animals are detected by this survey, it does not mean that the site is not occupied as animals could be hibernating or otherwise below ground. At this point, a survey covering 100% of the identified lands in the SHA should be undertaken to more fully determine the extent of occupation of the identified lands. The surveyor will walk through the entire area searching for burrows and other prairie dog sign on transects 10 meters wide. Surveyors must walk the transects noting all occupied burrows. Care must be taken as to not overlap transects. Once the colony is generally located and defined, the perimeter should be drawn 15 feet outside the outermost burrow to define the occupied acreage. A digital map must then be created showing the location of the currently active colony or colonies.

³ **Qualified Biologist:** As a general rule, a qualified Utah prairie dog surveyor is a biologist with a bachelor's degree or graduate degree in biology, ecology, wildlife biology, mammalogy, or related fields. He/she must have demonstrated prior field experience using accepted resource agency techniques to survey for Utah prairie dogs. A minimum of 20 hours of documented field experience surveying for Utah prairie dogs and prairie dog sign is required. In addition, the surveyor must be capable of recognizing and accurately identifying Utah prairie dogs and all types of Utah prairie dog sign. The surveyor must also have the ability to legibly and completely record all sign on the survey report form and topographic maps.

After mapping UPD presence on the identified lands, additional surveys of animals should be conducted if none were seen in the initial survey. With the information gained in the mapping survey, more focused attention on the areas known to be occupied should allow for a more accurate count of individual animals. The survey protocol described above for counts should be utilized again to determine the baseline number of UPD.

A baseline report should then be generated that includes the data sheet below and a map of lands covered by the SHA with active colonies identified. The report should be submitted to the U.S. Fish and Wildlife Service and the Utah Division of Wildlife Resources.

Safe Harbor Agreement Baseline Determination Datasheet

SHA Name:

SHA Permit Number:

Recovery Area:

Location (County):

Habitat Type: native rangeland, seeded dry rangeland (heavy portion or all non-native species like crested wheatgrass), dry pasture (all non-native pasture if there is such a thing that is not irrigated), irrigated pasture, perennial cropland (hay or alfalfa), annual cropland (wheat, barley, oats, etc.), and abandoned cropland (weedy areas).irrigated agriculture, pastureland, rangeland etc.:

Acres Covered:

Survey Date:

Start Time:

End Time:

Cloud Cover:

Wind speed:

Elevation:

Colony # (DWR):

Number of UPD Observed:

Adults:

Juveniles:

Total:

Notes:

EXHIBIT 1

Cooperative Agreement

This is a voluntary agreement that recognizes the unique and important role that private landowners in Utah 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 thereof to use it as he or she wishes. The Cooperator will comply with all local state and federal laws in the implementation of this cooperative agreement. The terms of this agreement are as follows:

1. The Panoramaland Resource Conservation and Development Council, Inc. (“Program Administrator”) and _____ (Cooperator) have entered into this Agreement to improve and manage Utah Prairie Dog (UPD) habitat for the betterment of wildlife, including endangered species, on certain land owned or managed by the Cooperator that are delineated on the attached map (Exhibit A), and referred to herein as the “enrolled property.”
2. The United States Fish and Wildlife Service (Service) has issued to the Program Administrator an endangered species permit that authorizes, until the year [2058], the incidental take and control of UPD by Cooperator and other persons who enter into cooperative agreements with the Program Administrator pursuant to the permit under a Certificate of Inclusion.
3. Certificates of Inclusion issued to Cooperators may be authorized up to 10 years beyond the termination date of the Cooperative Agreement but in no event beyond 2058, when the permit for the program expires.
4. Cooperator agrees to conduct, or allow to be conducted, activities to restore, enhance, or manage UPD and their habitat in accordance with the plan and funding agreements set forth in the attached Exhibit B and shown in Exhibit A, and maintain such habitat for a minimum period of 15 years from the date of this Agreement.
5. The Cooperator further agrees to provide the Program Administrator with a brief report, due December 31 of the year following the signing of this Cooperative Agreement, and annually thereafter. Such report, in the format shown in Exhibit 5 or in any other simple format to be developed by the Program Administrator, shall identify any management activities undertaken to restore, enhance, or manage UPDs or their habitat on the property subject to this Cooperative Agreement, as well as any changes in the extent of occupied UPD habitat in the preceding year. The Cooperator understands and agrees that the Program Administrator will include these annual reports with the annual report that it is required to submit to the Service. The Cooperator further agrees to promptly report to the Program Administrator the observation of any dead specimens of the UPD.

6. In consideration of the foregoing, the Program Administrator has issued to the Cooperator the attached Certificate of Inclusion under the Program Administrator's permit. This Certificate authorizes the Cooperator and the Cooperator's successors or assigns:
 - a) to take the species identified above incidental to implementing the management activities set forth in the Agreement (Exhibit B); and through normal agricultural activities.
 - b) to control the species in defined areas as shown in Exhibit A after initiation of, and consistent with such management activities as described in Exhibit B. No control of Utah prairie dogs shall occur until translocation of Utah prairie dogs has been considered and undertaken by the Utah Division of Wildlife Resources or the U.S. Fish and Wildlife Service if possible*.
7. After the agreed-upon management activities have been initiated, the Cooperator agrees to give the Program Administrator at least 90 days notice (except when precluded by emergency situations) prior to commencing any change in land use likely to reduce the number of prairie dogs or acres of occupied habitat on the enrolled property, and to allow the Program Administrator to coordinate with the Service for the opportunity to translocate any individuals of the above species from the Cooperator's land to avoid their loss.
8. The Cooperator and the Program Administrator agree that according to surveys conducted by the Service or another party acceptable to the Service, at the time that this Cooperative Agreement was signed, there were [X] adult UPD and [X] acres of occupied habitat on the enrolled property located at the general locations indicated on Exhibit A. That number of adult prairie dogs and acres of occupied habitat in those general locations shall be considered the "baseline conditions" applicable to the property. So long as at least that number of adult prairie dogs and the same acreage of occupied habitat remain in the same general locations on Cooperator's enrolled property, the Cooperator may incidentally take the species as provided in Part 6 above. If requested by the Service within 90 days of its receiving a copy of the Cooperative Agreement, the Cooperator agrees to allow the Service access to the enrolled portion of Cooperator's property for the sole purpose of verifying the baseline determination set forth in this paragraph.
9. Successors and assigns may incur the responsibilities and benefits of this Agreement by becoming a party thereto, unless terminated in writing as specified below. If Cooperator decides to sell or otherwise transfer ownership or management of the property, Cooperator agrees to give the Program Administrator notice of such decision prior to the intended sale or transfer and to give the purchaser or transferee notice of this Cooperative Agreement so that the purchaser or transferee can become a party to it if he or she so wishes. Cooperator will inform the Program Administrator in the event all, or part of, the Cooperator's property delineated on the map labeled Exhibit A is transferred to another owner. Any succession, assignment or transfer of this permit is governed by 50 CFR sections 13.24 and 13.25.
10. The Cooperator shall grant the Program Administrator or the Service access to Cooperator's property to confirm that the restoration, enhancement, or management activities set forth in Exhibit B have been conducted, and to assess the condition of the habitats being managed

under the Cooperative Agreement. The Program Administrator shall give the Cooperator reasonable notice of these visits and shall be accompanied by the Cooperator or an agent of the Cooperator if the Cooperator so desires.

- 11.** Emergency situations, such as drought, wildfire, plague, or insect infestations, may require management actions not specified in this Agreement. In these situations, the Program Administrator and Cooperator acknowledge that it may be impossible to provide the 90-day notice required by this Agreement prior to initiation of activities that could result in take of the covered species. However, the Cooperator will notify the Program Administrator within 10 days of discovering such a situation, and will make reasonable accommodations to the Program Administrator and the Service for surveying for and/or relocating affected individuals or populations of the covered species prior to the action(s). Surveys and relocation of animals may be precluded by certain urgent or emergency situations. The Program Administrator and the Cooperator will work cooperatively to avoid impacts to the covered species. If the UPD population on the Property is decimated or substantially reduced by plague, translocation of UPD to the property may be undertaken. Response to plague may include dusting the colony for fleas.
- 12.** The Cooperator, or the Cooperator's successors or assigns, may terminate the Cooperative Agreement for reasons beyond their control at any time by giving 60 days written notification to the Program Administrator. If that occurs, the right of the Cooperator or the Cooperator's successors or assigns to incidentally take the species under the permit and Certificate of Inclusion shall expire at the end of the 60-day notification period. This Cooperative Agreement can be renewed, extended, or modified at any time subject to both the Cooperator's and the Program Administrator's approval. The baseline conditions in any renewal or extension of this Cooperative Agreement shall be the same as set forth in Part 7 above.
- 13.** 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 Program Administrator or the Service in the course of any visit to the property under this agreement. Program Administrator or the Service shall not be liable for any damage to the property of the Cooperator arising from any visit to the property pursuant to this agreement.
- 14.** So long as the permit and Certificate of Inclusion remain in effect, and provided the management activities required by this Agreement have been carried out, the Cooperator may exercise the right conferred by the Program Administrator's permit and the Certificate of Inclusion to incidentally take and control the species as described and identified above on the enrolled property.

Panoramaland Resource Conservation
and Development Council, Inc.,

By _____
Date _____

Cooperator,

By _____
Date _____

Exhibit A

[map of the property subject to the cooperative agreement including management and control activities described in the Cooperative Agreement]

Exhibit B

[Plan for management actions to be carried out and identified funding agreements]

CERTIFICATE OF INCLUSION

This certifies that the property described as follows [DESCRIPTION], owned by [NAME OF COOPERATOR], is included within the scope of Permit No. _____ issued by the U.S. Fish and Wildlife Service on [DATE] to the Panoramaland Resource Conservation District 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). The term of this Certificate of Inclusion shall extend for ten years beyond the term of the Cooperative Agreement, but in no event beyond 2058. (For example, if the term of the Cooperative Agreement is 15 years, the term of the Certificate of Inclusion will be 25 years.) Such permit authorizes certain activities by participating landowners as part of a safe harbor program to restore and enhance habitat for the Utah Prairie Dog. Pursuant to that permit 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, including control subject only to the terms and conditions of such permit and the cooperative agreement entered into pursuant thereto by the Panoramaland Resource Conservation and Development Council, Inc., and [NAME OF COOPERATOR] on [DATE].

Panoramaland Resource Conservation and Development Council, Inc. Date

Cooperator Date

EXHIBIT 2

Management Activities, Incidental Take, and Control

Management activities will follow guidelines written and approved by the Utah Prairie Dog Recovery Team. Incidental take and control will follow guidelines described below.

Standard Activities

The following management activities shall be included in all cooperative agreements:

- Limit the use of pesticides and herbicides within 100 feet of active prairie dog burrows to those included on a list of Service-approved chemicals.
- Avoid the use of heavy equipment in occupied prairie dog habitat during sensitive life stages such as breeding and nursing.
- All practices will be planned and applied in a manner that will avoid or minimize adverse effects to sensitive, threatened or endangered species.
- Monitor habitat restoration activities to assess the general condition of habitat, use of the habitat by the covered species, progress of the ongoing management activities, and satisfaction of the Cooperator with the project, and adjust practices as deemed necessary.

At least two of the following management activities shall be included in all cooperative agreements except as approved by the Service:

- Prescribed grazing to increase visual surveillance, increase forage quantity and quality, and deferment or rest to create vegetative barriers to limit expansion to undesirable locations, and/or
- Brush management to restore plant community balance, increase visual surveillance, and increase forage quantity and quality, and/or
- Seeding to restore degraded rangelands or pasturelands and bare ground, and increase forage quantity and quality, and/or,
- Prescribed burning to increase forage quantity and quality, and/or,
- Noxious weed control to facilitate restoration of rangelands or pasturelands, increase visual surveillance, and increase forage quantity and quality.

Additional Activities

A Cooperator may elect to include one or more of the following management activities in a Cooperative agreement:

- Irrigation improvements and control to reduce the chance of burrow flooding, and increase forage quantity and quality, increase access to moist vegetation,
- Plant vegetative barriers, such as, windbreaks, shelterbelts, or rows of tall grasses and shrubs to manage dispersal of prairie dogs into sensitive areas identified in Exhibit A of the Cooperative Agreement, thereby minimizing the need for future control of prairie dogs.
- Dust burrows for fleas using pesticides and techniques approved by the Utah Prairie Dog Recovery Team, to prevent the spread of plague, or
- Artificial burrow preparation and translocation of live UPD to establish a new colony in suitable habitat.
- Any other conservation measure that provides a net conservation benefit to the species as approved by the Service.

Incidental Take

A Cooperator's activities may result in some incidental take of UPDs while engaging in normal agricultural activities such as grazing, ranching, and farming. Incidental take will be avoided and minimized through the following:

- In occupied UPD habitat, deep tilling (greater than 18 inches) will be avoided. If it cannot be avoided, it will occur when adults and pups are above ground and can avoid impacts of equipment.
- The use of heavy equipment in occupied habitat will be avoided during breeding and nursing seasons.

Control

Due to management activities, a Cooperator may experience increases in UPD populations that could detrimentally impact the cooperator's ongoing ranching and farming activities. Thus, control measures may be authorized in a Cooperative Agreement if total adult prairie dogs on the enrolled property exceed a specified number, which shall be no less than 20 adults (as determined by the previous spring count) or twice the baseline number (whichever is larger). In addition to a cap on numbers, areas within the enrolled property may be identified as areas of control where animals could detrimentally impact the participants' ongoing ranching and farming activities, or where they detrimentally impact structures (i.e., within 50 feet of a house or structure). These areas must be identified in Exhibit A. Control will be authorized through the following:

- Issuance of a Certificate of Registration through the Utah Division of Wildlife Resources.

EXHIBIT 3

Annual Report for
Safe Harbor Agreement between the U.S. Fish and Wildlife Service
and Panoramaland Resource Conservation and Development Council, Inc.

Permittee's Name: Panoramaland Resource Conservation and Development Council, Inc.

Permit Tracking Number: TE-155376

Location: Non-Federal lands in Beaver, Garfield, Iron, Kane, Piute, Sevier, and Wayne Counties, Utah

Agreement Approved by: Utah Field Office, U.S. Fish and Wildlife Service

Covered Species: Utah Prairie Dog

Report on the Monitoring Program (1-2 paragraphs): Describe in general terms the results of any surveys carried out pursuant to Section 8.A.2 of the Safe Harbor Agreement in the year covered by the report; append a copy of the report. Describe any major changes in the collective condition of UPD habitat included in the baseline or improved as part of the Cooperators' Cooperative Agreement. Describe any evidence of utilization of such habitat by the covered species. Append to this report copies of all reports submitted to the Program Administrator by Cooperators since the last annual report.

Date Annual Report is Due: On or before March 1, for the prior calendar year

Date Annual Report was Received: _____

Date Annual Report was Reviewed: _____

Signature of Reviewer: _____

Printed Name and Phone # of Reviewer_____

Report on Area-wide Management and Conservation Actions (1-2 paragraphs): As necessary to supplement the monitoring reports above, summarize the extent and condition of occupied UPD habitat on the collective enrolled properties. Describe any apparent year-to-year trends in success in the region, as well as significant differences in conservation success between enrolled properties. Describe any relevant regional conditions (e.g., drought, flood) 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 project areas that may have emerged from the program so far.

EXHIBIT 4

Neighboring Landowner Agreement

1. [Name] (hereafter “Owner”) owns land (hereafter “the Property”) in [Beaver, Garfield, Iron, Kane, Piute, Sevier, or Wayne County] Utah, that is designated on the attached map and that is adjacent to land enrolled in the Programmatic Safe Harbor Agreement between the Panoramaland Resource Conservation and Development Council, Inc. (Council) and the United States Fish and Wildlife Service (hereafter “the Service”), dated [date]. The Programmatic Safe Harbor Agreement, and the permit issued by the Service to the Panoramaland Resource Conservation and Development Council, Inc., in connection therewith, authorizes participating landowners who enter into cooperative agreements with the Council to restore habitat on land enrolled in the program to take threatened Utah prairie dogs incidental to farming, ranching, and other lawful activities on the enrolled land, provided that baseline habitat conditions as specified in such cooperative agreements are maintained.

2. The Panoramaland Resource Conservation and Development Council, Inc., serves as the Program Administrator of the foregoing Programmatic Safe Harbor Agreement, and as such is authorized by that Agreement to enter into both cooperative agreements with landowners who enroll land in the Programmatic Agreement, and similar Neighboring Landowner Agreements with landowners who own land adjacent to land enrolled in the Agreement. Such Neighboring Landowner Agreements confer upon such neighboring landowners the same rights to take endangered species incidental to lawful activities on such neighboring land, subject to requirements as are set forth in this Agreement, as cooperative agreements confer upon landowners who enroll land in the Programmatic Agreement.

3. The Panoramaland Resource Conservation and Development Council, Inc., has determined that the “baseline conditions” applicable to the Property are as follows: [Number] of adult Utah prairie dogs and [acres] occupied Utah prairie dog habitat occur on the Property at the general locations indicated on the attached map. So long as at least as many adult Utah prairie dogs and that many acres of occupied habitat remain in the same general locations on the Property, Owner may incidentally take Utah prairie dogs in the course of any lawful use of the property, subject to Section 4 below. As used herein, “incidental” take refers to the unintentional or unavoidable killing or injuring of Utah prairie dogs in the course of carrying out otherwise lawful activities. Nothing herein authorizes Owner to capture, collect, or deliberately kill or injure any such prairie dogs.

4. Owner agrees to give the Panoramaland Resource Conservation and Development Council, Inc., at least 90 days notice (except when precluded by emergency situations) prior to commencing any change in land use likely to reduce the acreage of occupied habitat on the Property, and to allow the Service the opportunity to rescue and relocate any individual Utah prairie dogs and translocate them from the Property to avoid their loss or work with the Service to obtain an appropriate permit.

5. This Neighboring Landowner Agreement remains in effect until the expiration of the Programmatic Safe Harbor Agreement between the Panoramaland Resource Conservation and Development Council, Inc., and the Service on [date].

[Owner]

Date

Panoramaland Resource Conservation and Development Council, Inc.

Date

EXHIBIT 5

Annual Report from Cooperator to Program Administrator

Directions: Walk through the conservation area (enrolled lands) observing overall conditions and paying particular attention to the areas where practices have been applied. You may wish to have your baseline maps and Cooperative Agreement handy for reference. Explanations can be brief (one or two sentences).

At the discretion of the Program Administrator, you may substitute for this form a monitoring report provided to you by a biologist or conservation professional familiar with the Utah Prairie Dog.

Condition of Occupied Utah Prairie Dog Habitat

1. Please circle the types of management activities that you will be implementing as part of this Agreement.
 - Brush Management
 - Prescribed Grazing
 - Seeding
 - Prescribed Burning
 - Noxious Weed Control
 - Irrigation Improvements
 - Vegetative Barriers
 - Dusting Burrows
 - Artificial burrow preparation and translocation
 - Other management activities
2. List which of these activities has implemented this year and note whether they differed significantly from the activities described in Exhibit B of your Cooperative Agreement. If the activities were significantly different, explain why.
3. For each activity listed in #2, indicate which month it was completed, and indicate what work remains to be completed.

4. What is the general condition of the prairie dog habitat restored? (i.e., do prairie dogs still occupy the site, height and stature of vegetation, condition of seeded plants, etc.) Please comment separately on each management activity implemented.
5. Has the extent of the area of suitable habitat available for prairie dogs changed within the past year? For example, has the area expanded naturally or has it markedly decreased due to fire, flood, drought, or other natural events?
 - Expanded ____
 - Decreased ____
 - Stayed the same ____

Please explain briefly the extent and causes of any noticeable increase or decrease.

6. Does your Cooperative Agreement authorize control of Utah prairie dogs? If so, were you authorized to control animals this year? If so, how many animals were controlled?
7. Have you noticed any change in the types or numbers of birds, or other wildlife in the restored area? If so, please describe these briefly.