SAFE HARBOR AGREEMENT
FOR VOLUNTARY ENHANCEMENT/RESTORATION ACTIVITIES BENEFITING LAHONTAN CUTTHROAT TROUT ON PRIVATE LANDS WITHIN THE OREGON PORTION OF THE NORTHWEST GEOGRAPHIC MANAGEMENT UNIT

1. INTRODUCTION

This Safe Harbor Agreement (Agreement) is made and entered into on MARCH 22, 2012, by the Oregon Department of Fish and Wildlife (the Department or Permittee) and the U.S. Department of the Interior, Fish and Wildlife Service (Service); hereinafter collectively called the "Parties." This Agreement implements the Service's Safe Harbor Agreement final policy (64 FR 32717) and final regulations (64 FR 32706) as revised (69 FR 24084), in accordance with the procedural and substantive requirements of section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended.

The Department is the State agency responsible for the restoration and management of fish and wildlife resources in the state of Oregon. The Department has been involved in management, restoration and recovery of Lahontan cutthroat trout, *Oncorhynchus clarki henshawi* (a federally listed threatened species) since the early 1970's. The Department developed a species management plan for Lahontan cutthroat trout in 1993 (Hanson *et al.* 1993). This plan describes activities and direction to move Lahontan cutthroat trout towards recovery and subsequent de-listing.

This Agreement encourages proactive conservation efforts by private landowners while providing them certainty that future property-use restrictions will not be imposed if those efforts attract Lahontan cutthroat trout to their enrolled property or result in increased numbers or expanded distribution of listed species already present. In return for voluntary conservation commitments, the Agreement will extend assurances to the landowner, which will allow future alteration or modification of the enrolled property to its original baseline conditions. Implementation of this Agreement is an important step towards recovery for Lahontan cutthroat trout.

This Agreement serves as the basis for the Service to issue an enhancement of survival permit (Permit) under Endangered Species Act section 10(a)(1)(A) for the "take" of covered, listed species associated with the potential future return of the enrolled lands to baseline conditions. Under the enhancement of survival permit that accompanies this Agreement, the Department can issue a Certificate of Inclusion (CI) to landowners (Cooperators) who agree to carry out habitat improvement and/or habitat maintenance activities for Lahontan cutthroat trout and abide by the conditions of the Permit. The Parties anticipate that the maximum level of take authorized under this Agreement and Permit will never be realized. Permit issuance will not preclude the need to abide by all other applicable Federal, State, and local laws and regulations that may apply.

This Agreement covers proposed management activities on privately owned land and waters within only the Oregon portion of the Northwest Geographic Management Unit that may affect native or reintroduced populations of Lahontan cutthroat trout. The Northwest Geographic Management Unit is designated in the "Recovery Plan for the Lahontan Cutthroat Trout" as the Quinn River basin in Oregon and Nevada, Black Rock Desert basin in Nevada, and the Coyote Lake basin in Oregon. The Alvord basin in Oregon was not designated as part of the Northwest Geographic Management Unit in the recovery plan, but has been added to the unit for planning purposes, by the Northwest Geographic Management Unit working group. Under this Agreement, the Permittee will enroll willing private landowners in Cooperative Agreements to develop recovery activities and strategies while providing

protections and assurances for incidental takings of Lahontan cutthroat trout on enrolled land.

Landowners enrolled with the Department under the Agreement will receive a Certificate of Inclusion (CI) when they sign a Cooperative Agreement. The Cooperative Agreement will include:

- A map of the property to be enrolled.
- Clear delineation of the portion of the property to be enrolled (if applicable) and associated stream length (kilometers/meters or miles/feet);
- The property's baseline and biological assessment which would include a thorough stream survey (with photos) of the enrolled stream length (kilometers/meters or miles/feet;
- The specific conservation measures to be carried out; and,
- The responsibilities of both the landowner and the Department.
- Grant to the Department and the Service, after reasonable prior notice, and in coordination with the cooperator, permission to enter the cooperator's property to ascertain compliance with the agreement and for monitoring aquatic habitat quality, census populations, remove and relocate species, as well as other necessary measures.

2. PURPOSE AND NEED

The purpose of this Agreement is to enhance the reintroduction and long-term recovery of Lahontan cutthroat trout within the Northwest Geographic Management Unit by encouraging private landowners to voluntarily create, enhance, maintain, or restore Lahontan cutthroat trout habitat.

The primary objective of this Agreement is to encourage voluntary habitat restoration, maintenance, or enhancement activities to benefit Lahontan cutthroat trout by relieving a landowner, who enters into, and implements, the provisions of a Cooperative Agreement with the Department, from any additional section 9 liability under the Endangered Species Act beyond that which exists at the time the Cooperative Agreement is signed (baseline responsibilities). In other words, the objective is to give landowners "safe harbor" from added liability. A Safe Harbor Agreement encourages landowners and assures them that prohibitions against incidental take will not occur if those conservation efforts introduce or attract Lahontan cutthroat trout to the enrolled properties or result in increased numbers or distributions of Lahontan cutthroat trout already present on the enrolled properties. As long as landowners carry out agreed upon conservation measures on their property and maintain their baselines, they may continue or undertake regular ranching activities.

A large percentage of the existing Lahontan cutthroat trout populations and designated recovery streams within the Northwest Geographic Management Unit have private lands somewhere within their perennial reach. Efforts to recover this species without involving and incorporating private lands and landowners may impact our ability to make measurable progress towards Lahontan cutthroat trout recovery. To encourage the cooperation of private landowners, the Department intends to enroll into Cooperative Agreements any private landowners who are willing to allow the introduction or expansion of Lahontan cutthroat trout within their private lands and waters. These Cooperative Agreements will offer protections and assurances to allow for incidental take of Lahontan cutthroat trout by individuals who agree to provide voluntary conservation benefits to the species within their private holdings (See Section 10 in this Agreement for more details). Additionally, the enrollee may cancel this agreement at any time with written notification to the Department and the Service and return to the established baseline conditions, which were present prior to enrollment. The permit will then cease to be in effect.

3. COVERED SPECIES

The Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*), federally listed as threatened under the Endangered Species Act, is considered the "covered species" for purposes of this Agreement. Lahontan cutthroat trout (*Oncorhynchus clarki henshawi)* is the only salmonid native to the Lahontan basin. Lahontan cutthroat trout were once distributed throughout the basin and drainages of ancient Lake Lahontan but currently within the Northwest Geographic Management Unit are limited to small populations in the isolated headwaters of streams in mountain ranges in Nevada and southeast Oregon. Settlement of the Great Basin resulted in the loss of Lahontan cutthroat trout habitat as livestock grazing, urban and mining development, water diversions, hybridization, and competition with non-native trout led to significant declines in the range and numbers of this unique trout species. In response to these declines, Lahontan cutthroat trout was listed as endangered in 1970 (35 FR 13520) and reclassified as threatened in 1975 (40 FR 29863). In December 1993, the Department published a Lahontan Subbasins Fish Management Plan (Hanson *et al.* 1993). In January of 1995, the Service issued the recovery plan for the Lahontan cutthroat trout (USFWS 1995).

In Oregon, Lahontan cutthroat trout were historically common in the Quinn River and Coyote Lake basins. Data collected by the Department and the Nevada Department of Wildlife (NDOW) indicate that Lahontan cutthroat trout are thought to occupy only 15 percent of their historic stream habitat in the Quinn River drainage. The populations have suffered from habitat loss, hybridization with nonnative salmonids and recent extended periods of drought. Recovery actions in the Quinn River drainage are a top priority item in the Service's 1995 Lahontan Cutthroat Trout Recovery Plan. Currently, Lahontan cutthroat trout occupy approximately 10 streams (57 miles) of habitat in the Coyote Lake basin. This represents most of the available habitat in that basin. In addition to Lahontan cutthroat trout, Alvord cutthroat trout historically occupied Trout Creek and tributaries in the Alvord basin, but those populations are thought to be completely lost to hybridization with rainbow trout.

Lahontan cutthroat trout from the Coyote Lake basin were introduced into nine streams in the Alvord basin in the 1970's and 1980's. These include seven streams on the east side of Steens Mountain and two streams on the east side of the Pueblo Mountains.

To facilitate recovery of Lahontan cutthroat trout, the Northwest Geographic Management Unit team was formed in 1999. Members of the team are comprised of personnel from the Service, the Department, NDOW, Bureau of Land Management, U.S. Forest Service, and University of Nevada, Reno. Expanding on the themes identified in the 1995 Recovery Plan, the team has been working to restore habitat and networked populations based upon the results of recent research.

4. RESPONSIBILITIES OF THE PARTIES

Permittee:

Oregon Department of Fish and Wildlife responsibilities include:

1) Administer the Permit including enrolling individual landowners via Certificates of Inclusion and Cooperative Agreements. Upon signing of a Cooperative Agreement, the Department will issue a Certificate of Inclusion to a Cooperator authorizing incidental take of Lahontan cutthroat trout on the Cooperator's lands.
2) Provide copies of the draft Cooperative Agreements to the FWS for review and concurrence with the recommended activities/actions, baselines and biological assessments.
3) Provide copies of all Certificates of Inclusions and Cooperative Agreements executed during that calendar year to the Service by December 31.

4) The Service and the Department may mutually agree to changes to the annual monitoring program (see section 12).
5) Provide the Cooperator with advanced notification prior to accessing the Enrolled Property as described in the certificate of inclusion with individual landowners.
6) Provide an annual report to the Service (See Section 12.3).
7) If warranted, recommend procedures/actions Cooperators may implement to avoid future take based on any take which occurred as described in past annual reports.
8) Provide notification of non-compliance to the Cooperator and the Service within 30 days of discovery (See also Section 12.3).

The Service responsibilities include:

1) Provide the Department comments within 30 calendar days of receiving a draft Cooperative Agreement. If no comments are received within 30 days, the Department may proceed to finalize the Cooperative Agreement.
2) Develop biological assessments and determine baseline conditions with the Department for a minimum of the first five Cooperative Agreements. After this period of calibration between the two Parties finishes, the Department will submit their biological assessment (See Section 12.2) with the Cooperative Agreement for the Service's concurrence unless a unique situation arise which warrants both Parties involvement.
3) Upon satisfaction of all other applicable legal requirements, the Service will issue an enhancement of survival permit to the Department in accordance with Endangered Species Act section 10(a)(1)(A), authorizing take of Lahontan cutthroat trout as a result of lawful activities within the enrolled property. The term of the permit will be 30 years.
4) Provide a qualified biologist(s) for coordinated implementation of the biological and compliance monitoring as needed on an annual basis.
5) Provide the Cooperator with a minimum of 48 hours advanced notification prior to accessing the Enrolled Property, unless the Cooperator agrees to less notification time.
6) If warranted, recommend procedures/actions Cooperators may implement to avoid future take based on any take which occurred as described in past annual reports.

The Cooperator's responsibilities include:

1. Comply with their individual Cooperative Agreement and
2. Provide reasonable access to his or her property for the Department and the Service, or their representatives.

In addition to the following stipulations, the Parties will work cooperatively on other issues as necessary to further the purposes of the Agreement. Moreover, nothing in this Agreement shall limit the ability of Federal and State conservation authorities to perform their lawful duties, and conduct investigations as authorized by statute and by court guidance and direction.

5. BASELINE DETERMINATION

The Parties understand that the Permittee may enroll privately owned lands with a wide degree of baseline conditions. It is understood that baseline determinations will be made at a site-specific level and described in individual Cooperative Agreements to capture each unique situation. Baseline may be described as numbers/populations of Lahontan cutthroat trout, habitat conditions or both. Typically baseline determinations will be based on habitat conditions due to the migratory behavior

of the species and the need to reestablish networked populations. Habitat conditions which define baseline will be detailed in each individual Cooperative Agreement based on each particular situation and will be based on a variety of conditions such as stream width, riparian vegetation, substrate, etc. Enrollment of the private landholdings may provide access to many miles of publicly owned stream habitat for Lahontan cutthroat trout restoration and recovery activities that is currently unavailable.

6. DESCRIPTION OF ENROLLED LANDS

This Agreement will cover only the Oregon portion of the Northwest Geographic Management Unit for Lahontan cutthroat trout (Map 1). The Northwest Geographic Management Unit encompasses both the Quinn River and Coyote Lake basins found in southeast Oregon. This agreement will also cover Lahontan cutthroat trout populations in the Alvord basin in Oregon. The Alvord basin was not originally included in the Northwest Geographic Management Unit described in the recovery plan. The Northwest Geographic Management Unit working group includes the Alvord basin for management purposes.

The potential enrollment properties may be any private lands associated with a perennial stream inside the borders of these hydrologic basins. The potential covered lands range in elevation from 4,000 to 9,700 feet and represent many Northern Great Basin vegetative communities as well as irrigated agricultural crops such as meadow hay and alfalfa.

7. LANDOWNER MANAGEMENT ACTIVITIES FOR COVERED SPECIES

Customary management actions considered covered under the Permit for which incidental take may be authorized on the enrolled lands are livestock management, and other agricultural activities. Livestock management includes number and type of livestock, season of livestock use (timing), stocking rates, frequency of grazing, and livestock water supply. Agricultural activities include crop planting and harvest, irrigation (timing, duration, and volume), run-off management, and water sources and diversions. These management actions may result in takings of Lahontan cutthroat trout, but take should be minimized by implementing the conservation measures that will be included in the Cooperative Agreement (Attachment 1). Incidental take covered by the Cooperative Agreements does not include any take that reduces below the established baseline the number of Lahontan cutthroat trout or the amount of occupied habitat or habitat needed for metapopulation connectivity and/or migration. Lahontan cutthroat trout expansion into these private lands and associated public lands may allow reconnection of streams previously unused by Lahontan cutthroat trout, achieving the networked populations vital to long-term recovery.

8. CONSERVATION MEASURES

Conservation measures that may be implemented on enrolled properties to contribute to the recovery of Lahontan cutthroat trout will be as varied as the types of lands and landowners. While this section lists many possible conservation measures for each management action, all possible measures cannot be anticipated. Each cooperator will not be expected to implement the full set of measures. The conservation measures to be implemented will be specific to each individual's baseline habitat conditions and management needs.

Conservation measures implemented by the landowner to manage livestock grazing to meet a desired habitat goal may contain the following elements: control of stocking rates (number/density of animals per unit area), manipulation of grazing season, and/or changes in duration, frequency and

livestock types. Other measures may include livestock exclusion fencing, off-site water development, and herding strategies.

Private landowners actively farming to produce an agricultural crop will have the opportunity to implement a multitude of conservation measures to improve habitat conditions for Lahontan cutthroat trout. Agricultural conservation measures could include modifications in crop selection, establishment of riparian buffer zones, fertilizer management, haying of meadows rather than grazing cattle along stream courses, and management of land disturbance (plowing and tilling). Manipulations of irrigation practices including flow diversion timing, duration, and volume may be implemented as well as runoff minimization practices.

Implementation of these grazing and agricultural mitigation measures may be utilized to reduce sediment production, reduce the frequency of algal blooms, reduce water temperature, and improve water quality. These practices could also provide for increases in stream flows and improvements in riparian habitat conditions.

Several additional conservation measures that may be implemented include road or trail management (including improved crossings or fish passage structures), riparian vegetation plantings, rehabilitation projects, and stream habitat improvement projects. Other options may exist that are not readily apparent. The overall goal is to implement conservation measures that are mutually beneficial to the cooperator and the long-term existence of Lahontan cutthroat trout. As conservation measures are formulated, they will be included in that landowner's specific Cooperative Agreement and added to this list of conservation measures for future use.

9. AGREEMENT DURATION

The Service's Safe Harbor Policy states that the length of Agreements must be of sufficient duration to "reasonably allow enough time to achieve the expected 'net conservation benefit' for the listed species." This Agreement becomes effective upon issuance of the section 10(a)(1)(A) Enhancement of Survival Permit and will be in effect for 30 years. The section 10(a)(1)(A) permit authorizing take of the species will also have a term of 30 years from the effective date of the permit. This time frame allows enough time to restore fully functional networked populations within a watershed or basin. Given the probable species response time to the planned conservation measures, the Service and the Department estimate it may take five years of implementing this Agreement to fully reach a net conservation benefit for the species, although some level of benefits will likely occur within a shorter time period.

The 30-year permit term will be advantageous to the Department because of the longer time period available to plan and implement future land-use activities. The permit term will benefit species conservation because impacts associated with take of individuals or habitat above the baseline may not occur in the short term. The Permit and Agreement may be amended to extend the term upon agreement of the Department and the Service.

The Department may enroll Cooperators under Cooperative Agreements from the date this Agreement becomes effective until 10 years prior to its termination. Obligations under Cooperative Agreements will be in effect variable lengths of time depending on the property covered and the agreement of the Cooperator and the Department. However, the minimum duration of obligations will be for 10 years. Upon signing of a Cooperative Agreement, the Department will issue a

Certificate of Inclusion to a Cooperator authorizing incidental take of Lahontan cutthroat trout on the Cooperator's lands.

10. ASSURANCES TO THE COOPERATOR REGARDING TAKE OF COVERED SPECIES

Under this Agreement, the Department is authorized to enroll private landowners via the Cooperative Agreement and Certificate of Inclusion, in efforts to sustain Lahontan cutthroat trout on their property. Cooperators may continue current land use practices or undertake other lawful activities on their property that are covered under the Cooperative Agreement, as long as these activities do not result in take of Lahontan cutthroat trout or habitat to levels below the established baseline. If any Cooperator anticipates an activity that could result in take of Lahontan cutthroat trout, the Department and the Service must be given an opportunity to capture and relocate Lahontan cutthroat trout.

To return the enrolled property to baseline conditions, a Cooperator must demonstrate that baseline conditions were maintained and that activities necessary to achieving a net conservation benefit were carried out for the duration of the Agreement. At the end of the permit term, and before a permit expires, a Cooperator may reduce Lahontan cutthroat trout numbers or habitat to the established baseline to avoid accruing additional take liability under the Endangered Species Act. However, no species or habitat shall be impacted until the Cooperator has given the Department, the Service, or their representatives prior notice of at least 30-days so that individual Lahontan cutthroat trout can be relocated.

11. NET CONSERVATION BENEFIT

Historically, Lahontan cutthroat trout occurred in what were considered networked populations or metapopulations (Ray *et al.* 2000; USFWS 1995), which refers to a collection of discrete local breeding populations. The potential for networked populations to persist despite local catastrophes has long been recognized (Huffaker 1958; Andrewartha and Birch 1954). Networked populations are those where individuals experience different environmental conditions at different locations but are capable of moving between these locations at sufficient rates to modulate population fluctuations that might otherwise lead to local extinction (Ray *et al.* 2000). The presence of several subpopulations increases the probability that at least one will survive through periods of disturbance and consequently protect the genetic variation available for adaptation to change.

One of the recovery actions identified in the 1995 Recovery Plan and the Lahontan Subbasins Fish Management Plan was securing at-risk populations of Lahontan cutthroat trout within the Northwest Geographic Management Unit (Hanson *et al.* 1993). This objective was achieved by reintroducing Lahontan cutthroat trout into several isolated streams within the Northwest Geographic Management Unit, working with the Trout Creek Mountain Working Group to improve habitat in the Quinn (McDermitt) and Coyote Lake basins, as well as introducing Lahontan cutthroat trout to isolated streams in the Alvord basin. These reintroductions and introductions accomplished several important recovery tasks: preserving unique Lahontan cutthroat trout genetic material and decreasing risks to the original Lahontan cutthroat trout populations from severe environmental perturbations (i.e., fire and drought). As Lahontan cutthroat trout recovery continues, these isolated populations have (or may) become extremely important for providing source Lahontan cutthroat trout to repopulate the networked populations.

Research shows Lahontan cutthroat trout population persistence is associated with the ability to

maintain connectivity among populations, i.e., networked populations. A networked system is defined as an interconnected stream and/or stream-lake system in which individuals can migrate from or disperse into areas from which fish have been extirpated (Ray *et al.* 2000). The ability to disperse and repopulate habitats allows populations to persist in environments in which randomly occurring disturbances may impact the Lahontan cutthroat trout habitat (Neville-Arsenault 2003; Rieman and Dunham 2000; Ray *et al.* 2000; Dunham *et al.* 1997). Periodic repopulation by upstream or downstream sources enabled Lahontan cutthroat trout to survive extreme circumstances and provided for genetic exchange (Neville-Arsenault 2003).

The conservation measures associated with this Agreement will contribute, directly and indirectly, to recovery of Lahontan cutthroat trout. Private lands comprise only a small portion of the stream habitats within the recovery stream systems. However, Lahontan cutthroat trout use private land areas to access many miles of publicly owned stream habitats not currently available to them. These private lands encompass streams needed for both isolated and networked populations. Private landowners are often reluctant to participate in activities that will benefit Lahontan cutthroat trout due to fear of regulatory impacts from having species listed as endangered and threatened on their land. Having landowners participate in this Agreement with the regulatory relief it provides will open areas to reintroduction, expansion, and/or preservation of Lahontan cutthroat trout populations needed to protect and recover the species. It will also help to establish populations, provide the opportunity to connect populations, and increase numbers of Lahontan cutthroat trout for use in stocking additional streams. Private lands will also be needed for Lahontan cutthroat trout spawning areas, migration corridors, and healthy population dynamics within the networked areas.

Implementation of this Agreement is expected to result in increased numbers of Lahontan cutthroat trout or amount of habitat in excess of the established baseline for each enrolled property. If all the landowners return their property to baseline conditions after 30 years, Lahontan cutthroat trout populations will still exist within public lands that have become linked due to conservation activities, and within private lands which serve as migration corridors, spawning habitat, and overwintering habitat. Isolated Lahontan cutthroat trout populations that were part of the baseline will have been utilized for repopulating the networked areas, and will still exist. They will no longer need to be tapped for species recovery in other areas, and therefore will be more stable. Landowners participation in this Agreement that results in creation of suitable habitat conditions for Lahontan cutthroat trout and increased population numbers in the Northwest Geographic Management Unit would contribute to the recovery of Lahontan cutthroat trout and promote future delisting of the species.

12. REPORTING AND MONITORING

12.1 Compliance Monitoring. Cooperative Agreements will grant the Department, the Service and/or the Northwest Geographic Management Unit team, after reasonable prior notice to Cooperators, the right to enter enrolled lands to ensure compliance with this Agreement, including any obligations of Cooperators and monitoring of habitat and biological response to activities. Monitoring visits will focus on maintenance of baseline responsibilities and effectiveness of conservation measure(s) implemented. Notification of non-compliance will be submitted to the Service within 30 days of the occurrence or discovery of the occurrence.

12.2 Biological Monitoring. Prior to completing a Cooperative Agreement and Certificate of Inclusion for any enrolled property, the Department, in cooperation with the private landowner and the Service, will complete a detailed biological assessment of that property to determine baseline

conditions. The biological assessment of the given property will determine baseline conditions which will include but is not limited to an evaluation of aquatic habitat quality and suitability, a characterization of species present including non-native species, if any, and a determination of management actions being practiced, and the conservation measures needed. Management practices and conservation measures will be incorporated into the subsequent Cooperative Agreement. Prior to the Department assuming sole responsibility for the biological assessments, the Service will collaborate with the Department for a minimum of the first five Cooperative Agreements. After this collaboration period between the two Parties ends, the Department will submit their biological assessment with the Cooperative Agreement to the Service for Service concurrence unless a situation arises that requires involvement from both Parties.

Following the placement of Lahontan cutthroat trout on enrolled lands or when Lahontan cutthroat trout are otherwise known to be present, the Department, the Service, and/or the Northwest Geographic Management Unit team will monitor Lahontan cutthroat trout by visiting occupied enrolled lands annually to ascertain Lahontan cutthroat trout presence, monitor aquatic habitat quality, and to evaluate the efficacy of current management activities.

12.3 Annual Report. The Department will make available and provide the following information to the Service in an annual report due December 31st of each year:

a) A narrative describing the number of Cooperators and the amount of habitat potentially maintained, enhanced, or restored as a result of the management actions and/or conservation measures performed under each Cooperative Agreement.
b) A summary of the location(s) and circumstance(s) where incidental take of Lahontan cutthroat trout was anticipated including the Cooperator, the amount of habitat taken back to baseline, when the take occurred, and whether it was the result of a completed Cooperative Agreement or early termination.
c) A summary of any interim take of Lahontan cutthroat trout which may have occurred which will include the location of the enrolled property, the name of the Cooperator, the amount of take that occurred, and the management action or conservation measure under which it occurred. (Interim take defined as any Lahontan cutthroat trout or amount of habitat that is taken above baseline.)
d) A narrative explanation and results of all compliance monitoring activities for each enrolled property.
e) A narrative explanation and copies of any biological monitoring for each enrolled property within the Northwest Geographic Management Unit.
f) A summary of actions of any Cooperators who are in non-compliance with the terms and conditions of their Cooperative Agreement or Certificate of Inclusion, and the measures employed to remediate the non-compliance.

12.4 Adaptive Management.
Adaptive management allows for mutually agreed-upon changes to the Agreement's conservation measures in response to changing conditions or new information. If the expected results of the conservation measures appear ineffective, management activities can be changed or alternative activities undertaken to achieve desired results. Decisions related to adaptive management will be based on an evaluation of compliance and biological monitoring results detailed in the annual reports, and of field observations by the Cooperators and Parties. The Northwest Geographic

Management Unit team may also be asked to review reports and field observations and determine whether the management actions and/or conservation measures are adequate.

Adaptive management decisions may be made at any time as deemed necessary by the Parties. However, a major evaluation of this Agreement will be implemented every fifth year to ensure that conservation goals are being achieved. Conservation measures will be evaluated to determine whether they result in increased protection of Lahontan cutthroat trout i.e. reduced incidental take and/or improved conditions for Lahontan cutthroat trout. The evaluation will include an assessment of incidental take on individual enrolled properties to determine if take can be prevented or reduced through modifications to management actions and/or conservation measures on aquatic habitats or adjacent lands.

If management actions or conservation measures need to be altered to improve benefits for the species, this will be done by amending future Cooperative Agreements, not by altering the responsibilities of existing Cooperators. However, if existing Cooperators agree to alter their Cooperative Agreements, modifications of their responsibilities will be addressed on a case-by-case basis. Strategies to reduce incidental take, if necessary, will be reviewed with individual Cooperators and implemented where appropriate on a voluntary basis.

13. MODIFICATIONS

13.1. Modification of the Agreement. Any Party may propose modifications or amendments to this Agreement, as provided in 50 CFR 13.23, by providing written notice to, and obtaining the written concurrence of, the other Party if such modifications do not change the determination that this Agreement will provide a net conservation benefit to Lahontan cutthroat trout. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will use their best efforts to respond to proposed modifications within [15] days of receipt of such notice. Proposed modifications will become effective upon the other Party's written concurrence.

> 13.1.a. Modification of Cooperative Agreements. A Cooperator may propose modifications or amendments to a Cooperative Agreement by providing written notice to the Department and the Service and obtaining written concurrence. 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 calendar days of receiving the notice. Proposed modifications will become effective upon written concurrence from the Parties.

13.2. Amendment of the Safe Harbor Permit. The Permit may be amended to accommodate changed circumstances in accordance with all applicable legal requirements, including but not limited to the Endangered Species Act, the National Environmental Policy Act, and the Service's permit regulations at 50 CFR 13 and 50 CFR 17. The Party proposing the amendment shall provide a statement describing the proposed amendment, the reasons for it, and an explanation of what, if any, effects the amendment(s) may have on Lahontan cutthroat trout. A *Federal Register* notice with a 30-day comment period will be needed for any proposed amendments to the Permit.

13.3. Permit Relinquishment. If, prior to the expiration of the Permit, the Department ceases to be able to continue to administer this Agreement, and no other entity satisfactory to the Service is willing to assume the Department's responsibilities; the Department will relinquish its Permit to the

Service. The Service shall convert the Certificates of Inclusion that have been issued by the Department to participating landowners into individual enhancement of survival permits that authorize the same actions by the participating landowners that had been authorized by the Certificates of Inclusion, provided the participating landowners agree to continue the management activities and conservation measures established for their property. These actions shall be made per 50 CFR 13.25 for transfer of permits and scope of permit authorization.

13.3.a. Cooperator Agreement Termination. As referenced in 50 CFR 17.3 (revised May 3, 2004: FR 69:24092), Cooperators may terminate their Cooperative Agreement before the expiration date because of circumstances beyond the landowner's control. In such circumstances, the Cooperator may return the enrolled property to established baseline conditions even if the expected net conservation benefit has not been realized, provided that baseline conditions have been maintained and established conservation measures have been implemented. Cooperators may terminate their Cooperative Agreement, due to circumstances beyond their control, 10 calendar days after providing a notice to the Service. Cooperators may also terminate their Cooperative Agreement at any time for reasons other than circumstances beyond their control, but will not have the authority to take Lahontan cutthroat trout. Cooperators must give the Department, the Service, and their representatives the opportunity to relocate Lahontan cutthroat trout within 30 days of providing termination notice. Under any of the termination scenarios, Cooperators must relinquish their Certificates of Inclusion to the Department.

13.3.b. Termination under Other Circumstances. The Department, in coordination with the Service, may terminate a Cooperative Agreement if it is determined that use of the enrolled property is no longer necessary for Lahontan cutthroat trout recovery efforts. Cooperators must then relinquish their Certificates of Inclusion to the Department, and will then be released from any further obligations under the Cooperative Agreement.

13.4. Permit Suspension or Revocation. The Service may suspend or revoke the Permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. The Service, as a last resort, may revoke the Permit if continuation of permitted activities would likely result in jeopardy to Lahontan cutthroat trout (50 CFR 13.28(a)). In such circumstances, the Service would exercise all possible measures to avoid revoking the Permit.

13.5. Baseline Adjustment. Unforeseen circumstances could involve habitat impacts resulting from catastrophic (*force majeure*) events such as hurricanes, flash floods, severe drought, lethal forest fires, or insect/disease epidemics. Such events are beyond the reasonable control of the Cooperator, and did not occur through fault or negligence, including but not limited to "acts of God" or sudden actions of the elements such as those described above. Such catastrophes could either locally destroy the species population or render the habitat unsuitable, thereby reducing population numbers or occupied acreage below the original baseline conditions. For such circumstances beyond the control of the Cooperator, the Cooperative Agreement could be terminated, or the Department, the Cooperator, and the Service could agree to revise the baseline conditions to reflect the new circumstances.

13.6. Remedies. Each Party shall have any remedies otherwise available to enforce the terms of this Agreement and the Safe Harbor Permit, except that no Party shall be liable in damages for any

breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

13.7. Dispute Resolution. Both the Department and the Service agree to work together in good faith to resolve any disputes arising under this Agreement and may use dispute resolution procedures agreed upon by all Parties.

14. ADDITIONAL MEASURES

14.1. Succession and Transfer of Cooperative Agreements and Certificates of Inclusion. The rights and obligations under each Cooperative Agreement shall apply to the owner of the enrolled property, and are transferable to subsequent non-Federal property owners pursuant to 50 CFR 13.25. After becoming a party to a Cooperative Agreement and Certificate of Inclusion, the new owner(s) will have the same rights and obligations with respect to the enrolled property as the original owner. The new owner(s) also will have the option of receiving Safe Harbor assurances by signing a new Cooperative Agreement and receiving a new Certificate of Inclusion. Cooperators shall notify the Department of any transfer of enrolled land ownership; the Department will attempt to contact the new owner, explain the baseline responsibilities applicable to the property, and seek to interest the new owner in signing the existing Cooperative Agreement or a new one to benefit Lahontan cutthroat trout on the property. Assignment or transfer of the Cooperative Agreement shall be governed by Service regulations in force at the time.

14.2. Availability of Funds. Implementation of this Agreement is subject to the requirements of the Federal Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement 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 Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively commits to such expenditure in writing.

14.3. No Third-Party Beneficiaries. This Agreement does not create any right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain any cause of action pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

14.4. Notices and Reports. Any notices and reports, including monitoring and annual reports, required by this Agreement shall be delivered to the persons listed below, as appropriate:

State Supervisor
U.S. Fish and Wildlife Service
Oregon Fish and Wildlife Office
2600 SE 98th Avenue, Suite 100
Portland, Oregon 97266

Field Office Supervisor
U.S. Fish and Wildlife Service
Bend Field Office
63095 Deschutes Market Rd.
Bend, Oregon 97701

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.

Curtis E Melcher 3/16/12

Permittee
Curt Melcher
Deputy Director for Fish and Wildlife Programs
Oregon Department of Fish and Wildlife

Date

Approved as to Form by;

Michael R Corbett 3/22/2012

for State Supervisor
Paul Henson
U.S. Fish and Wildlife Service
Oregon Fish and Wildlife Office

Date

LITERATURE CITED:

Andrewartha, H.G., and L.C. Birch 1954. The Distribution and Abundance of Animals. University of Chicago Press, Chicago

Dunham, J.B., G.L. Vinyard, and B.E. Rieman. 1997. Habitat fragmentation and extinction risk of Lahontan cutthroat trout. North American Journal of Fisheries Management 17:1126-1133.

Hanson, M. L., W. Bowers, and R. Perkins. 1993. Lahontan Subbasins Fish Management Plan. Oregon Department of Fish and Wildlife.

Huffacker, C.B. 1958. Experimental studies on predation: dispersion factors and predator-prey oscillations. Hilgardia 27:343-383.

Neville-Arsenault, H. 2003. Genetic assessment of complex dynamics of an interior salmonid metapopulation. Doctoral dissertation. University of Nevada, Reno.

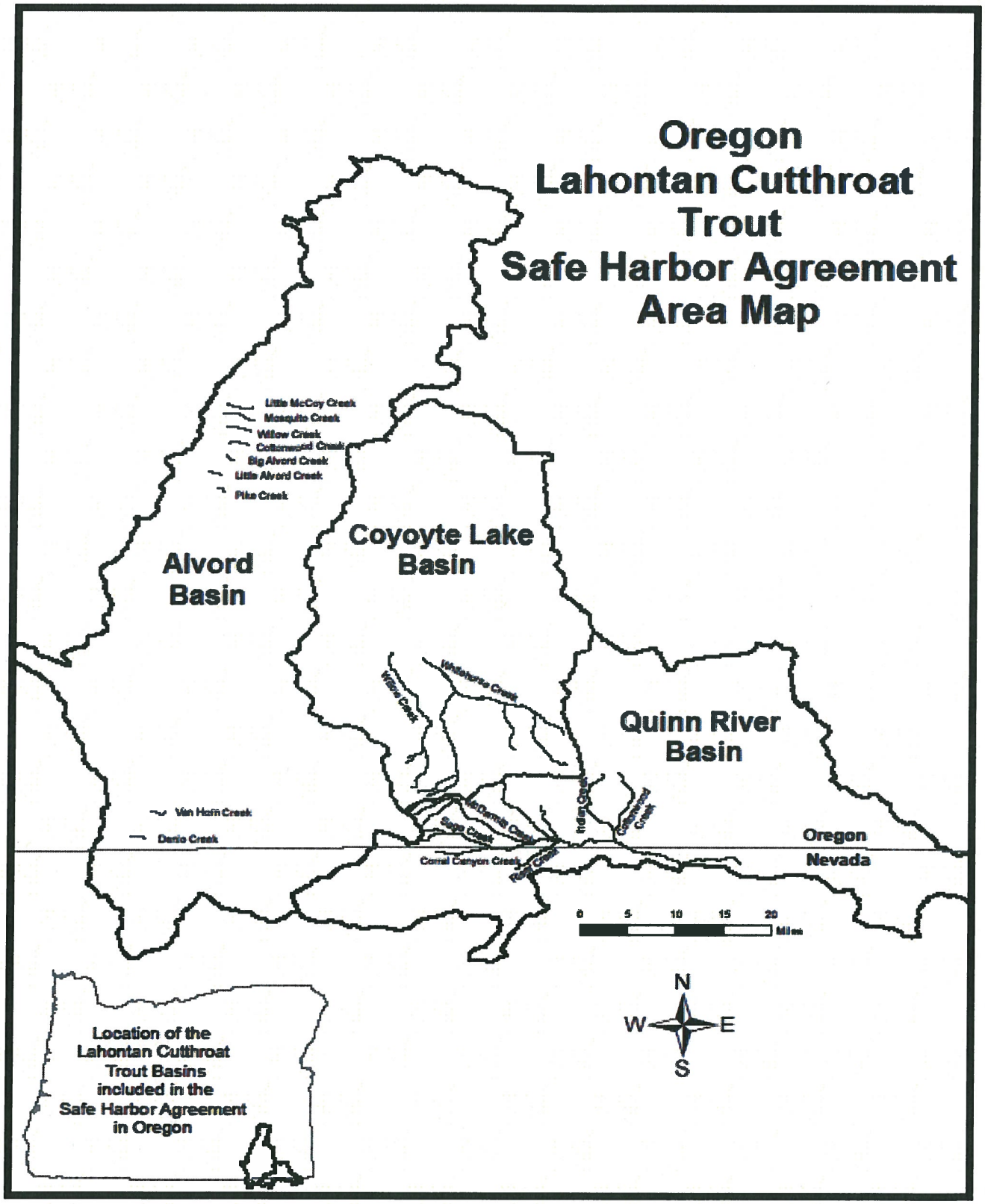
Ray, C.M., M. Peacock, and J.B. Dunham. 2000. Population structure and persistence of Lahontan cutthroat trout: results from a comparative study of isolated and networked streams. Interim Report for cooperative agreement FWS 14-48-0001-95646.

Rieman, B.E. and J.B. Dunham. 2000. Metapopulations and salmonids: a synthesis of life history patterns and empirical observations. Ecology of Freshwater Fishes 9 (1-2):51-64.

USFWS (U.S. Fish and Wildlife Service). 1995. Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*) Recovery Plan. Portland, Oregon. 147 pp.

Appendix A

Lahontan Cutthroat Trout Safe Harbor Agreement Area Map


Oregon
Lahontan Cutthroat
Trout
Safe Harbor Agreement
Area Map
Little McCoy Creek
Mosquito Creek
Willow Creek
Cottonwood Creek
Big Alvord Creek
Little Alvord Creek
Pike Creek
Alvord
Basin
Coyoyte Lake
Basin
Quinn River
Basin
Van Horn Creek
Dario Creek
Oregon
Nevada
0 5 10 15 20
Miles
N
W
E
S
Location of the
Lahontan Cutthroat
Trout Basins
included in the
Safe Harbor Agreement
in Oregon

Appendix B

Cooperative Agreement Template and Certificate of Inclusion

COOPERATIVE AGREEMENT TEMPLATE

1. INTRODUCTION

This Cooperative Agreement (CA), between the Oregon Department of Fish and Wildlife (ODFW) and _____ (Cooperator), is intended to enhance the reintroduction and long-term recovery of Lahontan cutthroat trout (LCT) (*Oncorhynchus clarki henshawi*) through implementation of management actions and conservation measures within the Northwest Geographic Management Unit (NWGMU) on land owned by the Cooperator. Participation in this CA is a prerequisite for obtaining a Certificate of Inclusion (CI; Attachment A) from ODFW as part of the Safe Harbor Agreement (SHA) between ODFW and the U.S. Fish and Wildlife Service (Service) titled: *Safe Harbor Agreement for Voluntary Enhancement/Restoration Activities Benefiting Lahontan Cutthroat Trout on Private Lands within the Oregon Portion of the Northwest Geographic Management Unit.*

2. ENROLLED PROPERTY

2.1. Background. The Cooperator owns property in _____ County, Oregon, within the NWGMU containing habitat that may be used by LCT. The property to be enrolled includes __ miles of _____ Creek, located within T__N, R__W, S__ in southeast Oregon.

The enrolled property consists of _____ [*Qualitative description of the property. Include biological & major plant communities or habitat types, locations of water delivery and control systems*]. Photographs of the enrolled property are included in Attachment _.

2.2. Current Land Management. Currently, the Cooperator implements the following management actions on the enrolled property: [*livestock management, recreational pursuits, agriculture activities, irrigation, others*]. *Describe in detail: (1) the management actions being undertaken and (2) conservation measures to be implemented to minimize impacts or benefit LCT.*

2.3 Expected Benefits. Implementation of the conservation measures and management actions listed in this CA is expected to result in _____. *[generally describe the expected benefits—how the land may change to benefit LCT in response to conservation measures and management actions; also how LCT may now be able to use the habitat, such as for spawning, rearing, or migration].*

3. BASELINE

3.1. Baseline Conditions. Established baseline conditions are qualitative descriptions with associated photographic documentation of the enrolled property environment prior to implementation of this CA, and are mutually agreed to by the Cooperator, ODFW, and the Service. Baseline conditions shall be based on riparian/stream habitat, fish populations, or both, as well as networked population suitability and recovery needs. Determination of baseline conditions will be accomplished through surveys, photos, and discussions between the landowner, ODFW, and the Service.

Catastrophic natural events such as severe storm events, drought, forest fires, or insect/disease epidemics are beyond the reasonable control of the Cooperator, and could either extirpate LCT from enrolled lands or render LCT habitat on enrolled lands unsuitable for continued occupation. These events may reduce LCT numbers or habitat below established baseline conditions through no fault of, or negligence by, the Cooperator. In such circumstances the Cooperator and ODFW, in coordination with the Service and the NWGMU Team, may agree to revise the baseline conditions in the CA to reflect the new circumstances.

3.2. Existing Condition – Determination of Baseline. A description of existing baseline conditions is critical because the conservation measures agreed upon by the Cooperator not only provide benefits to LCTs but also address potential incidental take ('take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct; 'harm' can include adverse habitat modification.) in the form of _____ [*Description of specific threats, e.g., entrainment, habitat, displacement by exotics*] that may occur while engaging in identified management activities, and/or at the end of the CA if there is a return to original baseline conditions. Baseline conditions may be described as numbers/populations of LCT, habitat conditions or both. Generally, at the time of entering into the CA if there are no LCT present, no habitat to support LCT on the enrolled property, and/or no recovery needs identified, then the baseline would be 'zero'. The following baseline conditions are based on surveys conducted on [date]. Survey results indicate that baseline conditions are _____ *[habitat conditions and/or LCT populations; discussion of the results of surveys as related to habitat and/or fish populations*]

4. MANAGEMENT ACTIONS AND CONSERVATION MEASURES

4.1. Management Actions. Management actions are activities being conducted by the Cooperator on the enrolled property that have the potential to affect LCT populations or recovery. *[Describe all of the covered activities that will be implemented for this CA within this section]*

4.2. Conservation Measures. Conservation measures are activities agreed to by the Cooperator and ODFW that will benefit LCT on the enrolled property. These measures will be implemented by the Cooperator. *[Discuss in detail in this section. Identify what measures are being implemented, when they will be implemented, what benefits will be gained through implementation of the measures, and what association they have with management actions.]*

5. RESPONSIBILITIES

Responsibilities of ODFW and the Service are listed in the Safe Harbor Agreement signed on _____. The responsibilities of the Cooperator include the following:

a. Implement conservation measures (*see* 4.2) within the enrolled property to maintain or enhance habitat conditions for LCT.

b. Provide ODFW, the Service, their representatives (including the NWGMU Team) with reasonable access to enrolled land to manage, monitor, reintroduce, or remove LCT, or to

carry out other management activities, perform biological and compliance monitoring, or salvage or relocate LCT from areas to be impacted by management actions. These entities will contact the Cooperator at least seven days in advance for access to enrolled land.

c. Inform ODFW within 3 working days of finding any dead or accidentally killed LCT, and allow immediate access to ODFW, the Service, or their representatives (including NWGMU team) to determine the cause of the mortality.

d. Inform ODFW within five working days of natural or human-caused emergency circumstances, such as storm events or failure of water delivery systems, that could negatively affect occupied aquatic habitats and result in take of LCT; allow immediate access to ODFW, the Service, or their representatives (including the NWGMU Team) for emergency salvage or relocation of affected individuals.

e. Give ODFW, the Service, or their representatives notice at least a 30 days prior to planned activities that could reasonably be expected to result in the incidental take of LCT on the enrolled property so that Lahontan cutthroat trout may relocated or removed as necessary.

f. Notify ODFW 90 calendar days (if possible) prior to transfer of ownership of enrolled land, so that the Department may contact the new owner, explain the baseline responsibilities applicable to the enrolled property, and seek to interest the new owner in signing the existing CA or a new one.

6. MONITORING

To ensure compliance with the SHA and CA, and to document progress in meeting recovery objectives, compliance and biological monitoring must be conducted on all enrolled property. The frequency of surveys shall be agreed on by the Cooperator, ODFW, and the Service, based on the adaptive management component of the SHA. The Cooperator agrees to provide ODFW, the Service, or their representatives with access to the enrolled property for the purpose of conducting these surveys. Results of this monitoring will be a critical component of the annual reports and will be shared with the Cooperator if requested.

6.1. Compliance Monitoring. Compliance monitoring is needed to ensure compliance with the Permit, maintenance of baseline responsibilities, and effectiveness of the conservation measures as outlined in Section 4 of this CA. *[Note that monitoring has been mutually agreed upon by the Cooperator, ODFW, and the USFWS. Specify methods and frequency of monitoring. Specify how and when results will be shared with the Cooperator.]*

6.2. Biological Monitoring. Monitoring of biological or habitat conditions will determine whether conditions on the enrolled property are responding to the conservation measures and management actions being implemented. This response will require comparisons of the established baseline conditions with current habitat or biological conditions as measured through time over the course of implementing the CA. *[Note that monitoring has been mutually agreed upon by the Cooperator, ODFW, and the USFWS. Specify methods and frequency of monitoring. Specify how and when results will be shared with the Cooperator.]*

7. AGREEMENT DURATION

Obligations under this CA will be in effect for a minimum of __ years from the date it is executed. Upon signing the CA and obtaining Service concurrence, ODFW will issue a Certificate of Inclusion to the Cooperator under Permit No: _____, authorizing the incidental take of LCT on the enrolled lands. The Certificate of Inclusion will authorize incidental take of LCT from _____ [date] to _____ [date], but may not exceed _____ [the SHA expiration date]. This CA and the Certificate of Inclusion will be filed and administered by ODFW.

8. INCIDENTAL TAKE

Incidental take is discussed in more detail in Section 11 of the SHA. Under the terms of this CA, the Cooperator is authorized to make use of enrolled property in any lawful manner that does not result in reducing the LCT population or its occupied habitat below the established baseline, or affect the beneficial impacts of the conservation measures.

To return the enrolled property to established baseline conditions, a Cooperator must demonstrate that the activities identified in the CA were implemented as necessary to achieve a net conservation benefit for the duration of the CA. The Certificate of Inclusion will authorize incidental take of LCT or associated habitat resulting from lawful activities on the enrolled property, from the time this CA is signed until expiration of the Permit. Lawful covered uses are be defined in Section 2.2 of this CA. Before expiration of the CA, a Cooperator may take LCT individuals or habitat back to baseline levels to avoid accruing additional take liability under the ESA. However, the Cooperator shall give the Service notice at least 30 days prior to impacting LCT or habitat so that individuals can be relocated. At that time, the Cooperator will relinquish coverage under the Permit.

9. MODIFICATIONS

9.1. Modification of Cooperative Agreement. The Cooperator or ODFW may propose modifications or amendments to a CA by providing written notice to the Service and obtaining written concurrence by the other parties. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Service will respond to proposed modifications within 60 calendar days of receiving the notice. Proposed modifications will become effective upon written concurrence by the Service and ODFW.

9.2. Termination of the Cooperative Agreement. As referenced in 50 CFR 17.3 (revised May 3, 2004; FR 69:24092), Cooperators may terminate their CA before the expiration date because of unforeseen circumstances. In such circumstances, the Cooperator may return the enrolled property to established baseline conditions even if the expected net conservation benefit has not been realized, provided that baseline conditions have been maintained and established conservation measures have been implemented. Cooperators may terminate their CAs, due to circumstances beyond their control, 10 calendar days after providing notice to the Service. Cooperators may also terminate their CAs at any time for reasons other than uncontrollable circumstances, but will not have the authority to take LCT. Cooperators must give ODFW, the Service, and their representatives the opportunity to

relocate LCT within 30 days of providing the termination notice. Under either termination scenario, Cooperators must relinquish their Certificates of Inclusion to ODFW.

9.2.a. Termination Under Other Circumstances. ODFW, in coordination with the Service, may terminate a CA if it is determined that use of the enrolled property is no longer necessary as a contribution to recovery efforts for LCT. Following that determination and notification to the Cooperator, ODFW, the Service, and their representatives (including the NWGMU Team members) shall remove LCT from the included properties in a manner and to an extent that is consistent with a return to baseline conditions within 60 calendar days at their own expense, and in coordination with the Cooperator, and release the Cooperator from any further obligations under the CA, unless the Cooperator agrees to allow the LCT to otherwise remain. Cooperators must then relinquish their Certificates of Inclusion, and may otherwise return the enrolled property to established baseline conditions.

9.3. Certificate of Inclusion Suspension or Revocation. ODFW may suspend or revoke a Certificate of Inclusion if a Cooperator has breached obligations under this CA, has failed to cure the breach in a timely manner, and the effect of the breach diminishes the likelihood that the CA will achieve stated goals. Termination of a CA, and removal of LCT from the property, at the request of the Cooperator or ODFW for reasons identified in Section 9.2, shall also result in revocation of the Cooperator's Certificate of Inclusion.

9.4. Remedies. ODFW, the Service, and the Cooperator shall have all remedies otherwise available to enforce the terms of the CA and the Certificate of Inclusion, except that none shall be liable in damages for any breach, any performance or failure to perform an obligation, or any other cause of action arising from this CA.

9.5. Emergencies. Emergency situations arising from natural disasters (e.g., fire, excessive rainfall, extreme drought, insect infestations, or epidemic disease) may require the initiation of land management actions that result in take of LCT. The Cooperator will notify ODFW within five working days of natural disasters, and make reasonable accommodations to ODFW, the Service, and their representatives for survey or relocation of LCT prior to initiation of land management actions. Other emergency situations, such as the failure of diversion or pond structures, may occur outside of the control or intention of the Cooperator, and could result in the take of LCT. Under these situations, the Cooperator will notify ODFW within five working days to allow the salvage or relocation of affected LCT individuals, if warranted. ODFW and the Service acknowledge that survey or relocation may be impracticable in certain situations.

10. NOTIFICATION

Communication and correspondence required by this CA should be directed to the addresses below, with a copy sent to the Service. Names and addresses may be changed upon written notice to all parties.

_____
_____
_____
_____

[Name and address of Cooperator]

Director
Oregon Department of Fish and Wildlife
3406 Cherry Avenue NE
Salem, OR 97303

State Supervisor,
U.S. Fish and Wildlife Service
Oregon Fish & Wildlife Office
2600 S.E. 98th Ave, Ste 100
Portland, OR 97266
Tel: 503-231-6179

IN WITNESS WHEREOF, each party hereto has caused this Cooperative Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

COOPERATOR

By: _____

Date: _____

OREGON DEPARTMENT OF FISH AND WILDLIFE

By: _____
Director
Oregon Department of Fish and Wildlife

Date: _____

Attachment A. Safe Harbor Agreement Certificate of Inclusion Template

CERTIFICATE OF INCLUSION

This certifies that the property described as follows [Description of portion of property covered by the Safe Harbor Permit] owned by [Cooperator's name], is included within the scope of Permit No. [_____] issued by the U.S. Fish and Wildlife Service to Oregon Department of Fish and Wildlife on [*date*] and expiring on [*date*] under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended 16 U.S.C.1539(a)(1)(A.). Such Permit authorizes activities by participating landowners (Cooperators), as part of the Safe Harbor program, to enhance, restore, and recover habitat for the threatened Lahontan cutthroat trout. Pursuant to that Permit and this Certificate, the holder of this Certificate is authorized to engage in lawful activities on the above-described property that may result in the incidental taking of Lahontan cutthroat trout, as appropriate, subject to the terms and conditions of the Permit, the Cooperative Agreement entered into by Oregon Department of Fish and Wildlife and [Cooperator's Name] on [date] and the *Safe Harbor Agreement for Voluntary Enhancement/Restoration Activities Benefiting Lahontan Cutthroat Trout on Private Lands within the Oregon Portion of the Northwest Geographic Management Unit.*

_____ _____

Director Date
Oregon Department of Fish and Wildlife