

TO: James L. App, City Manager
FROM: Ed Gallagher, Community Development Director
SUBJECT: Re-Authorization to Partner on Preparing a Habitat Conservation Plan
DATE: September 18, 2012

Needs: For the City Council to re-authorize partnering with the County of San Luis Obispo (County) to prepare a multiple species North County Habitat Conservation Plan (HCP) and direct staff to prepare an updated “Planning Agreement” between the County and the City.

Facts:

1. The northeastern area of the County, including Paso Robles, is host to several endangered and protected species.
2. Property owners and developers are challenged with multi-agency review processes and mitigation requirements when trying to develop property.
3. The review process with State and Federal agencies is lengthy and expensive.
4. For these reasons, the City and County initiated preparation of a HCP to address sensitive species mitigation with the objective of streamlining project review processes.
5. One of the City’s target outcomes is to be a partner in holding an “incidental take permit”. A “take permit” allows for unintended or “incidental” impacts from development on protected species without violating the Endangered Species Act (ESA) and subsequent penalties.
6. Local development projects could be designed in accordance with the HCP strategies to take advantage of the benefits of being covered under a “take permit”, thereby avoiding potential legal consequences with the ESA. Or they may take an independent approach and risk conflicts with the ESA and legal challenges from their activities.
7. The conventional State and Federal agency environmental review and mitigation process, which is long and arduous, would be streamlined with an adopted HCP in place.
8. The City and County first started work towards preparation of an HCP in 2008. On August 21, re-authorization was required to re-start the cooperative effort.
9. At the request of a County resident, the re-authorization request was pulled from the Consent Agenda. The Council requested it be placed on a future agenda to allow for additional consideration.

10. Staff met with the County resident (Hank Hohenstein) referenced above. His concerns center around potential implications on property values, infringement of property rights, and costs associated with implementation. (Please see attached letter – Exhibit 1.) These issues are analyzed below.
11. In order to re-start this project a new Planning Agreement between the County and the City needs to be approved and executed. A draft Planning Agreement is included for consideration (Exhibit 2).

Analysis and
Conclusion

As noted in the prior staff report (Exhibit 3), the City began partnering with the County on this project in 2008. Although funding for preparation of the Plan is from Federal resources through the US Fish & Wildlife Service (FWS), the State Department of Fish and Game (DFG) is responsible for coordinating and managing HCP program funding with local agencies. There were staffing disruptions at the State level, thus this project was delayed in 2010.

The County recently received additional grant funding, which was approved by the County Board of Supervisors, with support from District 1 Supervisor Frank Mecham. State coordination has been remedied and there are no barriers to continue this project. However, part of the administrative requirements for City participation is to formally re-authorize participation in the project by approving a Planning Agreement.

As a refresher, participation in the HCP by property owners will be voluntary. Property owners may opt in or out of the Plan at will. For development purposes, one of the benefits of participating in an HCP is that it will provide for a streamlined environmental review process with greater predictability on mitigation measures for properties that have *protected* species and/or habitat. The Endangered Species Act (ESA), which requires protection of certain species and/or mitigation if they impacted, will continue to apply to property whether or not it is covered under an HCP.

One of the objectives for the City and the County of preparing this Plan is to get an approved “Incidental Take” permit from the FWS and DFG agencies. A “take” permit is required if protected species are harmed. “Take” permits are typically granted in exchange for conservation benefits anticipated from implementation of strategies and measures included in the Plan. The City and County are collaborating with the agencies to ensure that the strategies included in the plan are structured so that a “take” permit will be issued upon adoption of the plan.

Concerns expressed by Hank Hohenstein relate to potential consequences of adopting an HCP. He cites concern that implementation of an HCP could impact the ability of property owners to live in a rural setting. This is unfounded since living in the country does not require a discretionary permit. The Plan would not change what people could do with their land as it will not change zoning or existing development rights. Mr. Hohenstein notes concern with property values and the opportunity of home ownership. Again, since this program would not alter existing use of property and participation in the program is voluntary, it would have no impact on the ability for people to own homes.

Should property owners seek discretionary permits for projects such as a new subdivision or wine production facility, there may be a benefit to property values if properties are covered under an HCP, since there would be clear information on mitigation requirements (no negotiation required) and a shorter review process with the FWS and DFG agencies. If properties are not covered under an HCP and a project (that requires discretionary review) would impact protected species, the property owner would be required to stop their review process and prepare their own HCP, which is costly and time consuming.

The funds for this project have already been awarded from FWS. The project is not funded by the City or the County. Land conservation banks, if/when required, would be established voluntarily by those property owners interested in saving property taxes in exchange for implementing conservation strategies in the plan. Development mitigation fees would fund the land banks. While a few properties might benefit from reduced tax rates through establishment of mitigation land banks, the majority of conservation will be achieved through voluntary compliance with land stewardship measures in the Plan. Therefore, it is not anticipated that a significant amount of land will be placed in land banks and/or that local government would experience significant revenue loss.

Potential environmental impacts that may result from implementation of the HCP will be evaluated in an environmental impact report to be prepared prior to adoption of the Plan.

The Draft Planning Agreement includes a list of project-related definitions, however additional definitions for commonly used terms related to the status of species are provided in Exhibit 4.

Policy

Reference: 2003 General Plan Update, 2006 Economic Strategy

Fiscal Impact: None.

- Options:
- a) For the City Council to re-authorize participation in this project, and direct staff to prepare and execute a Planning Agreement with the County of San Luis Obispo to develop a North County Habitat Conservation Plan.
 - b) Amend, modify, or reject the forgoing options.

Exhibits:

1. Letter from Hank Hohenstein
2. City Council Staff Report, August 21, 2012
3. Draft Planning Agreement
4. HCP Terminology

**HENRY J. HOHENSTEIN, AICP
76 BREWER STREET
TEMPLETON, CA 93465**

September 3, 2012

Honorable Mayor and City Council
City of Paso Robles
Paso Robles, CA 93446

At a recent Council meeting it was suggested that Susan De Carli and I meet to discuss the ramifications of participation in the proposed San Luis Obispo County Habitat Conservation Plan that includes not only lands within the County, but also lands within certain sister cities. This letter is prepared for your staff report and packet.

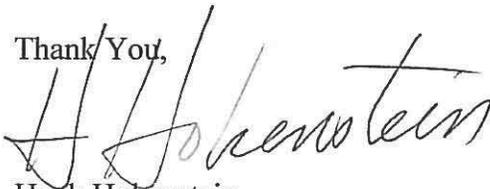
This is a poorly devised plan and I urge you to oppose its adoption. I do so for the following reasons:

- 1) Its is certainly an affront to individual property rights;
- 2) Its impacts fall most heavily on the small owner living on small acreage who has adopted this lifestyle usually a great personal sacrifice. It is here they are able to enjoy a relaxed rural lifestyle that is slowly being eradicated from the housing mix in America;
- 3) It is the small property owner who chooses to live a rural lifestyle where children learn personal responsibility thought the action and art of animal husbandry;
- 4) The implementation of this program will limit the use of property and perhaps even deny the quiet use of property. The consequence of this phenomenon will be to drive down prices. As prices decline, as we have seen during the past four years, many individuals will find they owe more than their property is worth on the open market. Numerous owners will have no choice but walk away, broken financially, emotionally and spiritually. The property will eventually sell on the courthouse steps. The only bidders will be the not-for-profit land management NGOs. One could speculate that that is a reason those organizations are in support of this land use program;
- 5) Through out the proposed area there are many roads with varying capacities. The city has a similar problem, ie., streets and roads bisecting the habitat area. In many instances the one who improves these roads is the adjacent developer. This plan will limit development and thus road improvements will languish. The result will be a road system unable to carry the increasing traffic volume. This causes delays, greater air pollution and an increase of accidents with property damage, injury and loss of life. The question to be asked when this situation occurs: Who will pay for road improvements? One could suggest it be the NGOs who are the land managers and the organization(s) with appropriate nexus;

- 6) As not-for-profits acquire more and more land they will apply for property tax exemptions and revenues will decline for municipal governments as well as schools and all other organizations that have a partial dependency on property tax;
- 7) As more and more land is allocated for habitat conservation the cost of delivery of services rises. The responsibility for fire prevention rises dramatically. All agencies who are emergency responders will drive through long distances of land that do not contribute to the cost of such services;
- 8) This project will require mitigation fees. To make a project palatable to the public mitigation fees are notoriously underestimated. The result of the underestimation is two fold a) the realization that fees are inadequate and then the mandate for an increase. And b) If at any time mitigation fees are necessary to purchase a key parcel an under funded program means the property owner will be unable to get market value for her land. Land values are established by appraisal, not the market. As more and more land is acquired at below market values the future property owners will be penalized by the appraisal method even if at some point we return to a reasonable real estate market;
- 9) Folks who are advocates of these plans often rely on funds allocated by the State and/or Federal governments. How is the budget situation in California? May we ask the same question about the federal budget? Have those governments funded all programs to which they have committed? Will they be able to do so in the future? As you are deciding those answers please remember we are being asked to consume less and bike more. Does that sound like an expanding economic base?
- 10) These are vital questions. They can only be answered by conducting a complete environmental impact report. While the EIR is addressing environmental issues it should also address the issues of social justice and negative economic impacts.
- 11) There is a side effect never addressed in studies dealing with species preservation. If species preservation has an impact over a wide area and a negative impact on a specific industry and a cultural way of life the one negative impact of the project never studied is the impact on the adversely impacted families. The literature however has documented negative impacts on families: loss of income, forced to live on unearned government entitlements, forced to leave a beloved geographic locality, separation from intergenerational families, increased child abuse, increased spousal abuse, increased family dissolution, increased abandonment, increased alcoholism and increased health challenges.

I recommend the City Council not fund this project, nor participate further, until all these questions are answered and a complete EIR is prepared. The proposed HCP is not equitable, just, nor do we have the funds.

Thank You,



Hank Hohenstein

Selected Outstanding Public Planner, State of California, 1994

Cc: KPRL

TO: James L. App, City Manager
FROM: Ed Gallagher, Community Development Director
SUBJECT: Re-Authorization to Partner on Preparing a Habitat Conservation Plan
DATE: August 21, 2012

Needs: For the City Council to re-authorize partnering with the County of San Luis Obispo (County) to prepare a multiple species North County Habitat Conservation Plan (HCP) and direct staff to prepare an updated "Planning Agreement" between the County and the City.

- Facts:
1. In September 2008, the City Council authorized City participation with the County to prepare a regional HCP for protection of endangered biological species.
 2. The City and County began work on this project in 2009, including establishment of a project "stakeholders" committee and conducted a few public workshops. Unfortunately, funding disruptions at the State and Federal levels put the project "on hold" in 2010.
 3. Additional funding has been secured through the US Fish and Wildlife Service (FWS) to complete a draft HCP.
 4. In order to re-start this project a new Planning Agreement between the County and the City needs to be approved and executed. The County Board of Supervisors will be considering approval of a new Planning Agreement in September 2012.
 5. A draft Planning Agreement for consideration is included in Exhibit 1.

Analysis
and
Conclusion

Implementing an HCP is a common method to comply with the federal and state Endangered Species Acts (FESA or CESA) to address development impacts to endangered species, and is the preferred method of Responsible Agencies (e.g., California Department of Fish and Game (CDFG) and US Fish and Wildlife Service (FWS)).

As noted in 2009, the County is moving forward with this plan, and it would be advantageous for the City to participate in the preparation of this plan since it will result in benefits for development process streamlining, and it may affect environmental compliance on development in the future. The project is fully funded by the FWS, including costs for special independent scientific input. This input is similar to a peer review process and is intended to review the methods and criteria used in formulating this Plan.

While this project is funded by the FWS, both CDFG & FWS are involved with the project since some of the protected species are included on the federal list of endangered species, on the state's list, or both. A project that would impact species on either of these lists would need to obtain permit approval from the respective agency. Permit approval is only granted if there is an adopted HCP in place. If there are species that are anticipated to be added to the list of protected species during the course of preparing the HCP, the

HCP can be designed to recognize this and include species that are foreseeably going to be listed as endangered, and extend coverage to these species without having to update or amend the plan in the future.

An exhibit of the draft planning area boundary is provided in Exhibit A of the draft Planning Agreement. The planning area is roughly the same area as the San Joaquin Kit Fox range, which is constrained by topographic criteria and hosts multiple endangered species in the same area. A preliminary draft list of species to include in the Plan has also been prepared. This is provided in Exhibit B of the Agreement.

Brief “Frequently Asked Questions” (FAQs Sheets) have been prepared by the project consultants in collaboration with SLO County and the City to answer common questions about the usefulness of this type of plan and how it may affect activities covered in the plan. The FAQ sheets are included in Exhibit 2. They are also available for review on the City’s website.

The Steering Committee, composed of SLO County and City staff, selected a “Stakeholders” committee of individuals and/or entities that might be directly affected by the project to provide input on the Plan, such as helping to identify the species they think are important to cover in the Plan, and the activities that should be included. Preparation of a formal draft list of activities to cover in the Plan is the next step in the planning process. If it appears that there are activities that would be appropriate to cover in the Plan but that need to go forward prior to its adoption, the HCP could build those “interim” activities into the Plan so that the proposed project need not prepare a “project specific” HCP concurrently.

The Draft Planning Agreement includes a list of project-related definitions, however additional definitions for commonly used terms related to the status of species are provided in Exhibit 3.

Policy

Reference: 2003 General Plan Update, 2006 Economic Strategy

Fiscal Impact: None.

- Options:
- a) For the City Council to re-authorize participation in this project, and direct staff to prepare and execute a Planning Agreement with the County of San Luis Obispo to develop a North County Habitat Conservation Plan.
 - b) Amend, modify, or reject the forgoing options.

Exhibits:

1. Draft Planning Agreement
2. Project “FAQs”
3. Definitions – Species Status Terms

Planning Agreement

by and among

**County of San Luis Obispo, City of Paso Robles, the
California Department of Fish and Game, and the United
States Fish and Wildlife Service**

regarding the

**North San Luis Obispo County
Habitat Conservation Plan and
Natural Community Conservation Plan**

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North San Luis Obispo County HCP/NCCP Planning Agreement

This agreement regarding the planning and preparation of the North San Luis Obispo County Habitat Conservation Plan and Natural Community Conservation Plan (“Planning Agreement”) is entered into as of the Effective Date by and among the County of San Luis Obispo (the “County”), the City of Paso Robles (the “City”), the California Department of Fish and Game (“DFG”), and the United States Fish and Wildlife Service (“USFWS”). These entities are referred to collectively as “Parties” and each individually as a “Party.” The DFG and USFWS are referred to collectively as “Wildlife Agencies.”

1. Definitions

Terms that are defined in Fish and Game Code section 2805 have the same meaning when used in this Planning Agreement. In addition, the following terms used in this Planning Agreement will have the meanings set forth below.

1.1 “Anti-Deficiency Act” means title 31 of the United States Code section 1341.

1.2 “Bald and Golden Eagle Protection Act” means the act prohibiting the taking or possession of and commerce in bald and golden eagles, title 16 of the United States Code section 668-668d.

1.3 “Biological Assessment” or “BA” means the information prepared by or under the direction of a Federal Action Agency for the purpose of identifying the potential effects of the agency action within the Planning Area on species which are listed or proposed to be listed and critical habitat which has been designated or proposed, and submitted to the United States Fish and Wildlife Service (“USFWS”) pursuant to section 7(c)(1) of FESA.

1.4 “CEQA” means the California Environmental Quality Act, Public Resources Code, section 21000, *et seq.*

1.5 “CESA” means the California Endangered Species Act, California Fish and Game Code, section 2050, *et seq.*

1.6 “City” means the governments of the City of Paso Robles

1.7 “Cooperative Endangered Species Conservation Fund” means the funding available through the USFWS from the Endangered Species Act, AKA Section 6 Non-traditional grants program.

1.8 “Corps” means the United States Army Corps of Engineers.

1.9 “County” means the government of the County of San Luis Obispo

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1.10 “Covered Activities” means the activities that will be addressed in the Plan and for which the Local Agencies will seek an NCCP permit pursuant to California Fish and Game Code, section 2835 and an incidental take permit pursuant to section 10 of FESA.

1.11 “Covered Species” means those species, both listed and non-listed, conserved and managed under an approved Plan that may be authorized for take under state and/or federal law.

1.12 “DFG” means the California Department of Fish and Game, a state agency formed pursuant to California Fish and Game Code section 700.

1.13 “Effective Date” means the date on which this Planning Agreement is fully executed by DFG, USFWS and the Local Agencies.

1.14 “Federal Action Agency” means a federal agency that authorizes, funds, or carries out actions that may require consultation with USFWS pursuant to FESA section 7(a)(2).

1.15 “FESA” means the federal Endangered Species Act, 16 United States Code Section 1530, *et seq.*

1.16 “Habitat Conservation Plan” or “HCP” means a conservation plan prepared pursuant to section 10(a)(1)(B) of FESA.

1.17 “HCP/NCCP” means the joint North San Luis Obispo County habitat conservation plan and natural community conservation plan also referred to as the “Plan.”

1.18 “Implementing Agreement” or “IA” means the agreement required pursuant to Fish and Game Code section 2820, subdivision (b) and authorized under title 14 of the United States Code section 1539 (a)(2)(B) which defines the terms for implementing the Plan.

1.19 “Independent Science Advisors” or “ISA” means a body consisting of scientists convened by the Local Agencies to provide independent scientific input and analysis to assist in the preparation of the Plan.

1.20 “Listed Species” means those species designated as candidate, threatened or endangered pursuant to CESA and/or listed as threatened or endangered under FESA.

1.21 “Local Agencies” and “Local Agency” mean, individually or collectively, the County of San Luis Obispo and the City of Paso Robles.

1.22 “Natural Community Conservation Plan” or “NCCP” means a conservation plan created to meet the requirements of Fish and Game Code, Section 2801, *et seq.*

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1.23 “Natural Community Conservation Planning Act” or “NCCPA” means Fish and Game Code, section 2801, *et seq.*

1.24 “NEPA” means the National Environmental Policy Act, title 42 of the United States Code section 4321, *et seq.*

1.25 “Planning Area” means the geographic area proposed to be addressed in the Plan as described in Exhibit A.

1.26 “Reportable Interim Project” means (1) general plan amendments, specific plans or community plans, annexations, and rezoning actions that allow development and construction activities or other projects or activities that require discretionary approvals from the Local Agencies that (2) are proposed prior to adoption of the Plan, and that (3) have the potential to adversely impact the proposed Covered Species and natural communities within the Planning Area. “Reportable Interim Project” does not include any of these activities for which an application has been approved or deemed complete by a Local Agency prior to the Effective Date of this Agreement.

1.27 “Stakeholder Committee” means a committee assembled by the Steering Committee that will be comprised of representatives of HCP/NCCP stakeholder interests and is intended to represent a diverse cross-section of the interests and views of the community, including representatives of landowners, growers, ranchers, developers and conservationists.

1.28 “Steering Committee” means a committee comprised of representatives from Local Agencies receiving permits from Wildlife Agencies upon completion of an approved HCP/NCCP which serves in an administrative capacity on behalf of the Local Agencies and is responsible for the preparation of the Plan.

1.29 “Take” or “Taking” refers to those terms as defined in the ESA and CESA.

1.30 “Technical Subcommittee” means a subcommittee established, as needed, by the Steering Committee to focus on development of specific aspects of the HCP/NCCP.

1.31 “USFWS” means the United States Fish and Wildlife Service, a federal agency of the United States Department of the Interior.

1.32 “Wildlife Agencies” means, collectively, the California Department of Fish and Game and the United States Fish and Wildlife Service.

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2. Background

2.1 Natural Community Conservation Planning Act

The NCCPA was enacted to encourage broad-based planning to provide for effective protection and conservation of the state's wildlife resources while continuing to allow appropriate development and growth. The purpose of natural community conservation planning is to provide for the conservation of biological diversity by protecting biological communities at the ecosystem and landscape scale. Conservation of biological diversity includes protecting sensitive and more common species, natural communities, and the ecological processes necessary to sustain the ecosystem over time. An NCCP identifies and provides for the measures necessary to conserve and manage natural biological diversity within the Planning Area, while allowing compatible and appropriate economic development, growth, and other human uses.

2.2 Purposes of NCCP Planning Agreements

The purposes of NCCP Planning Agreements are to:

- Define the Parties' goals and commitments with regard to development of the North San Luis Obispo County HCP/NCCP;
- Define the initial geographic scope of the Planning Area;
- Identify a preliminary list of natural communities and species known or reasonably expected to be found in those communities that are intended to be the initial focus of the North San Luis Obispo County HCP/NCCP;
- Identify preliminary conservation objectives for the Planning Area;
- Establish a process for the inclusion of independent scientific input into the planning process;
- Ensure coordination among the Wildlife Agencies, particularly with respect to FESA;
- Establish a process to review Reportable Interim Projects within the Planning Area that will help achieve the preliminary conservation objectives and maintain viable conservation opportunities and alternatives for the Plan; and
- Ensure public participation and outreach throughout the planning process.

2.3 Compliance with CESA and FESA

The Planning Area contains valuable biological resources, including native species of wildlife and their habitat. Among the species within the Planning Area are certain species that are protected, or may be protected in the future, under CESA and/or FESA. The Parties intend for the Plan to satisfy the requirements for an HCP under section 10(a)(1)(B) of FESA, and an NCCP under the NCCPA, and to serve as the basis for take authorizations under both Acts.

Section 2835 of the Fish and Game Code provides that after the approval of an NCCP, DFG may permit the taking of any covered species, listed or non-listed, whose conservation and management is provided for in the NCCP. Take of

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state-listed species may be authorized pursuant to CESA during development of the Plan.

FESA provides that after the approval of an HCP, USFWS may permit the taking of wildlife species covered in the HCP if the HCP and permit application meet the requirements of section 10(a)(2)(A) and (B) of FESA. Take authorization for federally listed wildlife species covered in the HCP shall generally be effective upon approval of the HCP and issuance of an incidental take permit. Take authorization for non-listed wildlife species covered in the HCP becomes effective if and when the species is listed pursuant to FESA. Take authorization during plan preparation for wildlife species listed pursuant to FESA may be provided pursuant to individual permits issued pursuant to section 10(a)(1)(B), or consultations under section 7 of FESA.

The Parties also intend that the Plan will serve as a Biological Assessment that provides the basis for consultations between the Corps and the USFWS under section 7(a)(2) of FESA to support the issuance of take authorizations for Covered Activities. The Parties acknowledge that the Plan may be used to address compliance with other applicable federal and State statutes.

For actions authorized, funded or carried out by a Federal Action Agency, take of listed species may be authorized under section 7 of FESA based on a biological opinion prepared by the USFWS.

2.4 Section 7 of FESA

To the extent allowed under law, the Parties intend that the mitigation and minimization measures included in the Plan, approved by the USFWS and included as a condition of federal incidental take permits to the Local Agencies, will be incorporated into future Section 7 consultations between the USFWS and the United States Army Corps of Engineers, the United States Bureau of Land Management, or other applicable federal agencies regarding Covered Activities that may adversely affect Covered Species or their habitat.

2.5 Other Fish and Wildlife Protection Laws.

Based on the Plan, the Local Agencies may seek approval or authorization under other State and federal fish and wildlife protection laws, including, but not necessarily limited to, the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, and various provisions of the California Water Code and Fish and Game Code. The Parties agree to collaborate to explore the feasibility of developing the Plan to serve as the means by which Covered Activities may comply with these additional laws.

2.6 Concurrent Planning for Wetlands and Waters of the United States

The Local Agencies intend to address impacts to wetlands and waters of the United States and changes to the bed, bank or channel of rivers, streams and lakes resulting from Covered Activities in the Planning Area. Based on the Plan, the Local Agencies may seek future programmatic permits or authorizations

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under the Clean Water Act and section 1601 (or section 1603) of the Fish and Game Code as necessary for Covered Activities. The Parties agree to work together to explore the feasibility of undertaking concurrent but separate planning regarding these permits. However, such programmatic permits or authorizations are not necessary for approval of the Plan or for issuances of take permits.

2.7 Assurances

2.7.1 Regulatory Assurances Under FESA

Upon approval of the Plan and issuance of incidental take permits for Covered Activities, USFWS will provide assurances that neither the USFWS will require the commitment of additional land, water, or financial compensation or additional restrictions on the use of land, water, or other natural resources beyond the level otherwise agreed upon for Covered Species, without the consent of the affected Local Agencies, in accordance with 50 C.F.R. section 17.22(b)(5), section 17.32(b)(5), and section 222.307(g).

2.7.2 Regulatory Assurances Under NCCPA

The Parties anticipate that if the Plan meets the criteria for an NCCP permit under section 2835 of the Fish and Game Code, DFG will provide assurances consistent with its statutory authority upon approval of the Plan and issuance of NCCP permits to the Local Agencies. Under section 2820 subdivision (f) of the Fish and Game Code, DFG may provide assurances for plan participants commensurate with the level of long-term conservation and associated implementation measures provided in the Plan. In order to ensure that state regulatory assurances are legally binding, such provisions will be included in an Implementing Agreement.

3. Planning Goals

The planning goals include the following:

- Provide for the conservation and management of Covered Species within the Plan Area;
- Preserve aquatic and terrestrial resources through conservation partnerships with the Local Agencies;
- Allow for appropriate and compatible growth and development that is consistent with applicable laws;
- Balance open space, habitat, agriculture and urban development;
- Protect the rights of property owners;
- Provide a means to implement Covered Activities in a manner that complies with applicable State and Federal fish and wildlife protection laws, including CESA and FESA, and other environmental laws, including CEQA and NEPA;
- Provide a basis for permits necessary to lawfully take Covered Species;
- Provide a comprehensive means to coordinate and standardize mitigation and compensation requirements of FESA, CEQA, NEPA, and NCCPA within the Planning Area;

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- Provide a less costly, equitable, more efficient project review process which results in greater conservation values than project-by-project, species-by-species review; and
- Comply with the FESA.

The Plan's goal to "provide for the conservation and management of Covered Species" means that the Plan will ensure the implementation of measures that will contribute to the recovery of Covered Species, taking into consideration the scope of the Planning Area in relation to the geographic range of the Covered Species, and the effect of Covered Activities on these species in relation to other activities not addressed by the Plan. The Parties acknowledge that this planning goal is intended to reflect the constraints inherent to the Plan that may limit its capacity to ensure the recovery of Covered Species.

The Parties further recognize that, until conservation strategies are developed for the Covered Species and their habitats, and conservation partnerships formed, the cost and feasibility of achieving these goals will not be known. During the development of the Plan, the Plan's goals, preliminary conservation objectives, Covered Species, Covered Activities, and Planning Area may be modified to ensure that implementation of the Plan will be practicable. The Parties recognize that, regardless of any such modifications, the Plan must meet applicable State and federal regulatory requirements to support the issuance of permits or authorizations for Covered Activities.

4. Planning Area and Plan Participants

4.1 Planning Area

The geographic area to be addressed in the Plan covers approximately 850,000 acres in northeastern San Luis Obispo County as depicted in Exhibit A. The Planning Area includes the valley and foothill areas of inland San Luis Obispo County. The eastern, southern, and portions of the northern boundaries of the plan area are formed by the San Luis Obispo County line. The eastern boundary of the Planning Area is formed by the City of Paso Robles boundary in the north and extends along the eastern foothills of the La Panza Mountain Range, which encompasses the grasslands and transitional oak woodland, chaparral, and scrub communities of the inland San Luis Obispo County valley region. The Planning Area includes the Soda Lake and associated resources of the Carrizo Plain and portions of the Cuyama River, Salinas River, Estrella River, and San Juan Creek. The Planning Area encompasses the City of Paso Robles.

4.2 Local Agencies

The Local Agencies are the local sponsors of the Plan. As part of this planning process, the Local Agencies have committed to undertake a collaborative, systematic approach to protecting the Planning Area's ecologically significant resources, including candidate, threatened and endangered species and their habitats, open space, and working landscapes, and to ensure that the Covered Activities comply with applicable federal and state laws. The Local Agencies will manage and coordinate funding for the development of the HCP/NCCP for

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submission to their respective governing boards ultimately to the USFWS and DFG.

4.3 California Department of Fish and Game

DFG is the agency of the State of California authorized to act as trustee for wildlife (as defined in Fish and Game Code section 1802) for the State on behalf of its residents. DFG is authorized to approve NCCPs pursuant to the NCCPA, administer and enforce CESA and other provisions of the Fish and Game Code and regulations adopted pursuant to the Fish and Game Code, and enter into agreements with federal and local governments and other entities for the conservation of species and habitats pursuant to CESA and the NCCPA.

4.4 United States Fish and Wildlife Service

The USFWS is an agency of the United States Department of the Interior authorized by Congress to administer and enforce FESA with respect to terrestrial wildlife, certain fish species, insects and plants, and to enter into agreements with states, local governments, and other entities to conserve threatened, endangered, and other species of concern. The NCCPA and this Planning Agreement require coordination with USFWS with respect to FESA.

5. Preliminary Conservation Objectives

The preliminary conservation objectives intended to be achieved through the Plan are to:

- Provide for the protection of Covered Species and associated natural communities, and ecosystems that occur within the Planning Area;
- Preserve the diversity of fish, wildlife, plant and animal communities within the Planning Area;
- Minimize and mitigate, as appropriate, the take or loss of proposed Covered Species;
- Identify and designate biologically sensitive habitat areas;
- Preserve habitat and contribute to the recovery of Covered Species;
- Reduce the need to list additional species;
- Set forth species specific goals and objectives;
- Set forth specific habitat-based goals and objectives expressed in terms of amount, quality, and connectivity of habitat; and
- Implement an adaptive management and monitoring program to respond to changing ecological conditions.

5.1 Conservation Elements

5.1.1 Ecosystems, Natural Communities, and Species List

The Plan will employ a strategy that focuses on the conservation of ecosystems, natural communities, and ecological processes in the Planning Area. In addition, the Plan will employ species-specific take minimization, mitigation, conservation and management measures where appropriate.

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A narrative description of natural communities and a preliminary list of the endangered, threatened, candidate, or other sensitive species known, or reasonably expected to be found in the Planning Area, that are intended to be the initial focus of the Plan is attached as Exhibit B.¹ This list identifies the species that the Parties will evaluate for inclusion in the Plan. Exhibit B is not necessarily the Plan's final Covered Species list. The Parties anticipate that species may be added or removed from the list once more is learned about the nature of the Covered Activities and the impact of Covered Activities on native species within the Planning Area. The Parties acknowledge that inclusion of a particular species as a Covered Species in the Plan will require an individual determination by the applicable Wildlife Agency that the Plan adequately provides for conservation of the species in accordance with State and/or Federal permit issuance requirements.

5.1.2 Conservation Areas and Viable Habitat Linkages

The Plan will protect, enhance, or restore habitat throughout the Planning Area and provide or enhance habitat linkages, where appropriate within the Planning Area. It will also identify where linkages between the conservation areas and important habitat areas outside the Planning Area should occur. The Plan's conservation strategy will address a range of environmental gradients and ecological functions, and will address appropriate principles of ecosystem management, ecosystem restoration and population biology.

5.1.3 Project Design

The Plan will ensure that Covered Activities will be appropriately designed to avoid and/or minimize and mitigate on-site and off-site impacts to resources.

6. Preparing the Plan

The Parties intend that this Planning Agreement will fulfill the NCCPA requirements pertaining to planning agreements and will establish a mutually agreeable process for preparing the Plan that fulfills the requirements of the NCCPA and FESA. The process used to develop the Plan will incorporate independent scientific input and analysis, and include extensive public participation with ample opportunity for comment from the general public as well as advice solicited by the Local Agencies from key groups of stakeholders as described below.

6.1 Best Available Scientific Information

The Plan will be based on the best available scientific information, including, but not limited to:

- principles of conservation biology, community ecology, landscape ecology, individual species' ecology, and other scientific data and information;
- thorough information about all natural communities and proposed Covered Species on lands throughout the Planning Area; and
- advice from well-qualified, independent scientists.

¹ Alternatively, we can add the species list in this section and not attach an exhibit.

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6.2 Data Collection

The Parties agree that information regarding the subjects briefly described below in Section 6.2.1. is important for preparation of the Plan. The Parties therefore agree that data collection for preparation of the Plan should be prioritized to develop more complete information on these subjects. Preference should be given to collecting data essential to address conservation requirements of natural communities and proposed Covered Species. The science advisory process and analysis of existing information may reveal data gaps currently not known that are necessary for the full and accurate development of the Plan. Data needed for preparation of the Plan may not be known at this time nor identified herein. Therefore, the Parties anticipate that data collection priorities may be adjusted from time to time during the planning process. All data collected for the preparation and implementation of the Plan will be made available to the Wildlife Agencies and the Local Agencies in hard and digital formats, as requested.

6.2.1 Types of Data

Data will be gathered to establish baseline conditions, evaluate impacts of Covered Activities on Covered Species, and develop conservation strategies and measures for Covered Species. Data needed to accomplish these tasks may include, but will not necessarily be limited to: species life histories, species occurrence, population abundance and distribution, population trends, population genetics, habitat locations and conditions, hydrologic regime, water quality, habitat connectivity, ecological threats and stressors.

6.3 Independent Scientific Input

The Local Agencies and DFG intend to include independent scientific input and analysis to assist in the preparation of the Plan. For that purpose, a list of potential Independent Science Advisors is being developed by the Steering Committee. The Science Advisors will at a minimum, provide recommendations, advice and guidance on:

- scientifically sound conservation strategies for species and natural communities proposed to be covered by the Plan;
- reserve design principles that address the needs of species, landscapes, ecosystems, and ecological processes in the planning area proposed to be addressed by the Plan;
- management principles and conservation goals that can be used in developing a framework for the monitoring and adaptive management component of the plan; and
- data gaps and uncertainties so that risk factors can be evaluated.

The ISA will consist of scientists assembled by the Steering Committee, in consultation with the Wildlife Agencies, to provide technical expertise on the affected taxonomic groups, larger scale ecological processes, principles of conservation biology, and conservation and land use planning in practice. The ISA may be asked to provide additional feedback on key issues during preparation of the Plan, and may prepare reports regarding specific scientific

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issues throughout the process, as deemed necessary by the Local Agencies and DFG.

Design and implementation of the science advisory process must be done in a coordinated fashion and with the mutual agreement of the Local Agencies and DFG. The Local Agencies and DFG will establish a funding source and payment procedures. The independent science advisory process will include the development of a detailed scope of work, selection of the ISA chair, gathering of input from the selected scientific experts, and production of a report by the scientists. In addition, the Local Agencies and DFG will make the report available for use by all participants and the public during the planning process.

6.4 Public Participation

The Local Agencies will prepare the Plan in an open and transparent process with an emphasis on obtaining input from a balanced variety of public and private interests including state and local governments, landowners, conservation organizations, agricultural commissioners, agricultural organizations, and the general public. The planning process will provide for thorough public review and comment, and include a stakeholder group that will review the Plan at every stage of development. To assist in the development of the Plan, the Local Agencies will form the following ad hoc groups: a Steering Committee and a Stakeholder Committee. If determined necessary during the planning process, the Steering Committee may form one or more ad hoc Technical Subcommittees. The Stakeholder Committee will be open to public participation as set forth below in Section 6.4.2.

6.4.1 Steering Committee

The Steering Committee will act in an administrative capacity and will be responsible for the preparation of the Plan. Responsibilities of the Steering Committee include but are not limited to:

- managing the consultants and working with the consultants to establish timelines, work products and outreach processes;
- reviewing key HCP/NCCP elements (e.g., covered species, Plan Area, covered activities, conservation strategy, effects analysis);
- providing guidance as requested by Technical Subcommittees (see below);
- monitoring HCP/NCCP development budgets;
- securing grant funding for Plan preparation;
- providing oversight of HCP/NCCP development;
- communicating HCP/NCCP progress and issues to the Local Agencies and Stakeholder Committee;
- providing for public participation and outreach;
- reviewing and formulating responses to recommendations for HCP/NCCP development made by DFG, USFWS, NMFS, the ISA and the Stakeholder Committee; and

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- reviewing HCP/NCCP scopes of work, budgets, and scope modifications of the Consultants.

Staff from the Wildlife Agencies will work with the Steering Committee to provide technical expertise and share information for the development of the Plan. All such meetings shall be open to the public and provide opportunity for public comment.

6.4.2 Stakeholder Committee

The Stakeholder Committee is responsible for reviewing draft sections of the HCP/NCCP (e.g., covered species, Plan Area, covered activities, conservation strategy, effects analysis) and providing recommendations for HCP/NCCP development to the Steering Committee. The role of the Committee's members includes representing the interests of their organizations at meetings and regularly reporting on development of the Plan to the members of their organizations. The Stakeholder Committee will meet approximately quarterly. All such meetings shall be open to the public and provide opportunity for public comment.

The NCCP Act section 2801(j) states that "...[t]he process should encourage the active participation and support of landowners and others in the conservation and stewardship of natural resources in the plan area during plan development using appropriate measures, including incentives."

6.4.3 Technical Subcommittees

The Steering Committee may establish one or more technical subcommittees, as needed, to focus on development of specific aspects of the HCP/NCCP.

6.4.4 Outreach

The Local Agencies, in concert with the Steering Committee, will provide access to information for persons interested in the Plan. The Parties expect and intend that public outreach regarding preparation of the Plan will be conducted largely by and through the Stakeholder Committee meetings. In addition, the governing bodies of the Local Agencies will hold public meetings whenever key decisions are being considered regarding the preparation of the Plan to allow for public comment and questions. Other outreach efforts will include maintenance of a project website, invited presentations to interested organizations and occasional public workshops.

6.4.5 Availability of Public Review Drafts

The Local Agencies will designate and make available for public review in a reasonable and timely manner "public review drafts" of pertinent planning documents including, but not limited to, plans, memoranda of understanding, maps, conservation guidelines, and species coverage lists. Such documents will be made available for review by the Local Agencies at least ten working days prior to any public hearing addressing these documents. In addition, the Local Agencies will make available for review all reports and formal memoranda

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prepared by the Steering Committee. To the extent allowed by State and Federal law, this obligation will not apply to all documents drafted during preparation of the Plan. However, the Local Agencies will periodically designate various pertinent documents drafted during preparation of the Plan as “public review drafts”, and will make these documents available for review to the public. The Parties agree that such documents will be available for public review on the internet. Hard copies may be obtained upon payment of a reasonable copying charge.

6.4.6 Public Hearings

Public hearings regarding development of the Plan will be planned and conducted in a manner by each Local Agency, as may be appropriate, that satisfies the requirements of CEQA, NEPA, and any other applicable state or federal laws.

6.4.7 Public Review and Comment Period Prior to Adoption

The Local Agencies will make the proposed draft Plan and Implementing Agreement available for public review and comment for a minimum of 60 days before adoption. The Local Agencies expect to fulfill this obligation by distributing the draft Plan and Implementing Agreement with the draft environmental impact report prepared for the Plan pursuant to CEQA and/or the draft environmental impact statement prepared for the Plan pursuant to NEPA.

6.5 Covered Activities

The Plan will identify and address the Covered Activities carried out by the Local Agencies that may result in take of Covered Species within the Planning Area. Covered Activities may include: those existing, planned and proposed land uses over which the Local Agencies have land use authority; certain agricultural activities over which the Local Agencies exercise control for purposes of the Plan; habitat restoration and conservation actions; and adaptive habitat management and monitoring activities in the Planning Area. The Parties intend that the Plan will allow Covered Activities in the Planning Area to be carried out in compliance with NCCPA, CESA and FESA.

6.6 Interim Project Processing

The Parties recognize that before the Wildlife Agencies approve the Plan, certain projects and activities may be proposed within the Planning Area. The Parties agree to the following interim project process to: (1) help ensure that Reportable Interim Projects approved or initiated in the Planning Area before completion of the Plan are consistent with the preliminary conservation objectives (Section 5) and do not compromise successful completion and implementation of the Plan; (2) facilitate CEQA, CESA, and FESA compliance for interim projects that require such compliance; and (3) ensure that the processing of interim projects is not unduly delayed during preparation of the Plan. DFG and Plan Participants shall consider information developed by the ISA when reviewing such projects and activities.

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6.6.1 Reportable Interim Projects

The Local Agencies proposing to undertake or approve an interim project will notify the Wildlife Agencies pursuant to section 6.6.2 about Reportable Interim Projects that have the potential to adversely impact proposed Covered Species and natural communities within the Planning Area.

6.6.2 Notification Process

The Local Agency proposing to undertake or approve a Reportable Interim Project will notify the Wildlife Agencies of the project prior to the time, or as soon as possible after, the project application is deemed complete. The Local Agency will notify the particular individuals designated by the Wildlife Agencies to be notified of Reportable Interim Projects, and will provide these designated individuals with (1) a depiction of the project location on a USGS 7.5 minute quadrangle map with the quadrangle name and section, township, and range identified; (2) a description of the project along with the land cover types present on the project site using the most current land cover data available to the Local Agency; and (3) any other biological information available to the Local Agency about the project area.

6.6.3 Wildlife Agency Review

The Wildlife Agencies will review Reportable Interim Projects in a timely manner, and will use reasonable efforts to provide any comments on the projects to the referring Local Agency within the legally prescribed comment periods. The Wildlife Agencies will recommend mitigation measures or project alternatives that would help achieve the preliminary conservation objectives and will not preclude important conservation planning options or connectivity between areas of high habitat values. Any take of listed or candidate species arising out of a Reportable Interim Project must be authorized pursuant to applicable federal and/or state law. In providing any such authorizations, the Wildlife Agencies acknowledge that they may not impose mitigation measures or project alternatives that result in regulatory obligations that exceed the requirements of applicable State and federal laws.

6.6.4 Coordinating Interim Process with Plan Preparation

Representatives of the Parties will meet as needed to discuss Reportable Interim Projects and to coordinate with development of the Plan. Independent scientific input will be considered by the Parties during interim project review. Individual project compliance with state and federal laws will continue to be the responsibility of the Local Agency responsible for approval of the Reportable Interim Project.

6.7 Protection of Habitat Land During Planning Process

6.7.1 Conservation Lands Acquired/Protected

The Parties may elect to preserve, enhance or restore, either by acquisition or other means (*e.g.*, conservation easements; designated setbacks), lands in the Planning Area that contain native species of wildlife or natural communities prior

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to approval of the Plan. The Local Agencies will confer with the Wildlife Agencies regarding potential lands to be protected. The Wildlife Agencies agree to credit such lands toward the land acquisition or habitat protection requirements of the Plan as appropriate, provided the lands are permanently conserved, restored, or enhanced, and managed and contribute to the Plan's conservation strategy.

6.7.2 Mitigation Lands

Lands, or portions of lands, acquired or otherwise protected solely to mitigate the impacts of specific projects, actions, or activities approved prior to Plan approval will only be considered as mitigation for those projects, actions or activities. Such lands will be considered during the Plan analysis, but will not count toward future mitigation obligations of the Plan.

6.8 Implementing Agreement

The NCCPA requires that any NCCP approved by DFG include an Implementing Agreement that contains provisions for:

- conditions of species coverage;
- the long-term protection of habitat reserves and/or other conservation measures;
- implementation of mitigation and conservation measures;
- terms for suspension or revocation of the take permit;
- procedures for amendment of the Plan and IA and take authorizations;
- implementation of monitoring and adaptive management;
- oversight of Plan effectiveness and funding; and
- periodic reporting.

While the Plan is being developed, the Parties will negotiate a draft Implementing Agreement that will satisfy the requirements of the NCCPA and FESA, and include specific provisions and procedures for the implementation, monitoring and funding of the Plan. A draft of the Implementing Agreement will be made available for public review and comment with the final public review draft of the Plan.

7. Commitment of Resources

7.1 Funding

The Parties agree that they will work together to bring available funding to the planning effort. Up to this point, subject to staffing and funding constraints, San Luis Obispo County has assumed the primarily responsibility for funding the preparation of the Plan.

7.1.1 Local Funding

The Local Agencies recognize that, as prospective applicants for state and federal permits, they have the primary responsibility for developing a plan that meets applicable legal requirements. Notwithstanding the foregoing, the Parties recognize that the costs and mechanisms for funding the implementation of the Plan shall be determined in the future through the planning process. The Parties

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further agree that in no event shall the general fund of either Local Agency be relied upon to fund the development and implementation of the Plan.

7.1.2 DFG Assistance with Funding and DFG Costs

DFG agrees to cooperate with the other Parties in identifying and securing, where appropriate and available, federal and state funds earmarked for natural community conservation planning. The Parties agree that the Local Agencies shall not be required to provide reimbursement to DFG for its participation in the planning phase of the Plan as provided in Fish and Game Code, Section 2810, except as provided in Section 8.7.1 of this Planning Agreement. DFG's commitments and obligations under this Planning Agreement are subject to the availability of appropriated funds and the written commitment of funds by an authorized DFG representative.

7.1.3 USFWS Assistance with Funding

The USFWS agrees to cooperate with the other Parties in identifying and securing, where appropriate, federal and state funds earmarked for habitat conservation planning purposes. Potential federal funding sources may include: the USFWS' Cooperative Endangered Species Conservation Fund, Land and Water Conservation Fund, and land acquisition grants or loans through other federal agencies such as the Environmental Protection Agency, the Army Corps of Engineers, or the Departments of Agriculture or Transportation. The commitments of the USFWS under this Planning Agreement are subject to the requirements of the federal Anti-Deficiency Act (31 U.S.C. section 1341) and the availability of appropriated funds. The Parties acknowledge that this Planning Agreement does not require any federal agency to expend its appropriated funds unless and until an authorized officer of that agency provides for such expenditures in writing.

7.2 Expertise of Wildlife Agencies

Subject to funding and staffing constraints, the Wildlife Agencies agree to provide technical and scientific information, analyses and advice to assist the Local Agencies with the timely and efficient development of the Plan. The Parties further agree that the Local Agencies will share with the Wildlife Agencies information obtained through the development of the Plan.

8. Miscellaneous Provisions

8.1 Public Officials Not to Benefit

No member of or delegate to Congress will be entitled to any share or part of this Planning Agreement, or to any benefit that may arise from it.

8.2 Statutory Authority

The Parties will not construe this Planning Agreement to require any Party to act beyond, or in a manner inconsistent with, its statutory authority.

8.3 Multiple Originals

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This Planning Agreement may be countersigned by the Parties in multiple originals, each of which will be deemed to be an official original copy.

8.4 Effective Date

The Effective Date of this Planning Agreement will be the date on which it is fully executed by DFG and the Local Agencies. This Planning Agreement is effective as to each of the other Parties at the time that Party signs the Planning Agreement.

8.5 Duration

This Planning Agreement will be in effect until the Plan is approved and permitted by the Wildlife Agencies, but shall not be in effect for more than five years following the Effective Date, unless extended in writing by amendment. The Parties intend that the Plan be adopted and permits issued prior to the end of calendar year 2014. This Planning Agreement may be terminated pursuant to section 8.7 below.

8.6 Amendments

This Planning Agreement can be amended only by written agreement of all Parties.

8.7 Termination and Withdrawal

Subject to the requirement in Section 8.7.1 of the Planning Agreement, any party may withdraw from this Planning Agreement upon 30 days' written notice to the other Parties. The Planning Agreement will remain in effect as to all non-withdrawing Parties unless the remaining Parties determine that the withdrawal requires termination of the Planning Agreement. This Planning Agreement can be terminated only by written agreement of all Parties.

8.7.1 Funding

In the event that federal or State funds have been provided to assist with Plan preparation or implementation, any Party withdrawing from this Planning Agreement shall return to the granting agency unspent funds awarded to that Party prior to withdrawal. A withdrawing Party shall also provide the remaining Parties with a complete accounting of the use of any federal or State funds it received regardless of whether unspent funds remain at the time of withdrawal. In the event of termination of this Planning Agreement, all Parties who received funds shall return any unspent funds to the grantor prior to termination.

8.8 Notices

All notices given in connection with this Agreement shall be in writing and shall be deemed duly given upon delivery if served personally or 3 days after mailing if mailed by certified United States mail, return receipt requested. A party may send notice using other means (including facsimile transmission or overnight courier), but no such communication shall be deemed to have been duly given

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unless and until it is actually received by the intended recipient. Notices shall be directed to the parties at their respective addresses set forth below or

If to County: _____

Attn: _____

Phone: _____

Fax: _____

Email: _____

With a copy to: _____

Attn: County Counsel _____

Phone: _____

Fax: _____

Email: _____

If to City: _____

1000 Spring Street
Paso Robles, CA 93446

Attn: _____

Phone: _____

Fax: _____

Email: _____

With a copy to: Iris P. Yang
Best Best & Krieger, LLP
500 Capital Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 551-2826
Fax: (916) 325-4010
Email: iris.yang@bbklaw.com

If to DFG:

Attn: _____

Phone: _____

Fax: _____

Email: _____

With a copy to: _____

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Attn: _____
Phone: _____
Fax: _____
Email: _____

If to USFWS:

Attn: _____
Phone: _____
Fax: _____
Email: _____

With a copy to: _____

Attn: _____
Phone: _____
Fax: _____
Email: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers being duly authorized, on the date first written.

SIGNATURES:

Dated: _____, 20__

County of San Luis Obispo

By: _____

Title: _____

Dated: _____, 20__

City of Paso Robles

By: _____

Title: _____

Dated: _____, 20__

CALIFORNIA DEPARTMENT OF FISH AND
GAME

By: _____
[insert name and title]

Dated: _____, 20__

US FISH AND WILDLIFE SERVICE

By: _____
[insert name and title]

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EXHIBIT A

Planning Area Boundaries

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EXHIBIT B

Natural Communities and Species List

Specie Protection Status Terms		
Protected Species	General term that references species protected under the ESA and CESA	
Endangered Species	Species listed as endangered under FESA and CESA	Significant risk of extinction in the near future throughout all or significant portion of their range
Threatened Species	Species listed as endangered under FESA and CESA	Any species which is likely to become an endangered species within the foreseeable future throughout all or significant of its range.
Sensitive Species	No statutory protection under ESA	Those species which rely on specific habitat conditions that are limited in abundance, restricted in distribution or are particularly sensitive to development
Candidate Species	No statutory protection under ESA	Species that the FWS has sufficient information on biological vulnerability and threats to support proposals to list as Endangered or Threatened under ESA.
Species of Special Concern	No statutory protection under ESA	Applies to animals not listed under the ESA, but which are rare and declining at a rate that could result in listing, or historically occurred in low numbers and known threats to their persistence currently exist.
Species of Concern or Species at Risk	No statutory protection under ESA	Considered as terms-of-art that describe the entire realm of taxa whose conservation status may be of concern to the FWS but neither term has official status.

Abbreviations of Listing Codes	
BCC	Fish and Wildlife Service: Birds of Conservation Concern
BLM SS	Bureau of Land Management - Sensitive
CSC	California Species of Special Concern
FC	Federal candidate species
FD	Federally delisted
FE	Federally listed as Endangered
FP	Fully Protected
FPD	Federally proposed for delisting
FPE	Federally proposed for listing as Endangered
PFT	Federally proposed for listing as Threatened
FS	USDA Forest Service - Sensitive
FT	Federally listed as Threatened
SCD	State candidate for delisting
SCE	State candidate for listing as Endangered
SCT	State candidate for listing as Threatened
SE	State-listed as Endangered
SR	State-listed rare
ST	State-listed as Threatened
WL	Calif Dept of Fish & Game - Watch List