



### ***ESA Predictability Frequently Asked Questions***

***What is Working Lands for Wildlife?*** Working Lands for Wildlife (WLFW) is a partnership between the USDA Natural Resources Conservation Service (NRCS), the U.S. Fish and Wildlife Service (FWS) and farmers, ranchers and forest landowners. The partnership provides participants with Endangered Species Act (ESA) predictability for their voluntary conservation activities. These efforts will help restore populations of specific declining species and strengthen rural economies by protecting the productivity of working lands.

***Why should I enroll?*** WLFW provides technical and financial assistance to voluntarily implement conservation practices for the Gunnison sage-grouse, while continuing to manage the property as working lands. These conservation practices and associated conservation measures were selected cooperatively by NRCS and FWS to benefit this species. WLFW also provides ESA predictability relative to these practices.

***Where do I go to get started?*** Contact your local NRCS service center. An NRCS planner will determine if your property has habitat that is suitable or can be improved (or created) to benefit the Gunnison sage-grouse. If so, the NRCS planner will work with you to develop a conservation plan that includes a combination of conservation practices and measures.



Gunnison Sage Grouse

Photo Credit: USFWS

***What am I responsible for if I create more habitat for the Gunnison sage-grouse?*** Through WLFW, participants receive ESA predictability connected to the WLFW conservation practices and measures with “incidental take” coverage through July 30, 2040. By taking this step, the FWS encourages the long-term implementation of the conservation practices and measures.

For the duration of practice implementation, the participant must adhere to the conservation measures tied to each conservation practice and maintain any existing habitat and created habitat. No additional actions or responsibilities under ESA are required for implementation of the conservation practices and conservation measures identified through WLFW.

***What are my responsibilities for managing the Gunnison sage-grouse and its habitat after my WLFW contract ends?***

You are encouraged to continue the conservation practices and measures after the contract ends. If you voluntarily continue the WLFW conservation practices and measures beyond the contract duration as outlined in the conservation plan, you will have no additional responsibilities under the ESA through July 30, 2040. If you change the management of the land that supports the Gunnison sage-grouse and stop following the WLFW conservation practices and measures, you will not be covered by the ESA predictability provided by the WLFW agreement. You may want to discuss anticipated management changes with your local NRCS service center.

***What if I want to pursue activities on my land that aren't covered by WLFW?*** The specific conservation practices covered under WLFW relate to routine agricultural operations and actions that benefit working landscapes and wildlife conservation. WLFW does

not cover activities such as development for residential or industrial land uses, conversion to intensive commercial timber management, installation of energy-related infrastructure, or any other non-traditional agricultural activity. If you have specific questions, please contact your local NRCS service center at <http://offices.usda.gov>.

### ***How is WLFW predictability different from the assurances of a Safe Harbor Agreement (SHA)?***

A SHA is a voluntary agreement between a farmer, rancher or forest landowner and FWS benefiting a particular, listed species through specific conservation measures. These are usually related to all management actions on a property that can impact the species. Through a SHA, FWS agrees to not request more than the agreed-to conservation actions and allows a certain level of “incidental take” related to the specified management actions. The participant may also return the habitat maintained or created to the original (baseline) condition at the end of the agreement.

Under WLFW, no baseline condition of the species is documented, which is different than a SHA. The participant cannot return the habitat maintained or created to the original condition AND continue to be qualified for predictability. The predictability under WLFW is tied specifically to the implementation

of the conservation practices developed by the NRCS–FWS partnership and the landowner conservation plan.

***Does my participation in WLFW preclude my participation in a SHA?*** No. A logical next step may be to move from the WLFW partnership to a SHA which will usually address other management actions in addition to agricultural uses, and allows for a return to the original baseline conditions.

### ***How is the predictability provided to me under WLFW different from the assurances received under a Candidate Conservation Agreement with Assurances (CCAA)?***

A CCAA is a voluntary agreement between FWS and a farmer, rancher or forest landowner to benefit a species by specific land management actions that address threats to the species.

Through a CCAA, FWS agrees to not request more than the agreed-to conservation practices and allows a certain level of “incidental take”. The predictability provided by CCAA and WLFW can be similar; however, WLFW only covers specific agricultural actions. Landowners who want to implement other conservation practices and are managing their properties for other purposes not identified under WLFW are encouraged to enter into a CCAA.

### ***Does my participation in WLFW preclude my participation in a CCAA?***

No. Landowners may enroll in a CCAA to address threats to the species on their land, to cover diverse management actions in addition to agriculture and to be provided assurance regarding those actions. For more information on CCAAs and how they can provide regulatory assurances for landowners, contact your local FWS office.

### ***What is incidental take?***

“Take” is defined as: To harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect or to attempt to engage in any such conduct; may include significant habitat modification or degradation if it kills or injures wildlife by significantly impairing essential behavioral patterns including breeding, feeding, or sheltering.

“Incidental take” is defined as: Take that results from, but is not the purpose of, carrying out an otherwise lawful activity.

### ***Does WLFW offer predictability for state regulations?***

No. The predictability offered under WLFW applies only to the ESA and not to any other state or federal law or regulation.

For more information about WLFW, visit <http://goo.gl/mE74va> or contact your local NRCS service center. Visit [www.nrcs.usda.gov](http://www.nrcs.usda.gov), to learn more about NRCS conservation programs.



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