

CONSERVATION AGREEMENT

FOR

PREBLE'S MEADOW JUMPING MOUSE
(Zapus hudsonius preblei)

AT

UNITED STATES AIR FORCE ACADEMY
COLORADO SPRINGS, COLORADO

**CONSERVATION AGREEMENT
PREBLE'S MEADOW JUMPING MOUSE
(*Zapus hudsonius preblei*)**

US AIR FORCE ACADEMY

This Conservation Agreement has been developed to expedite implementation of conservation measures for Preble's meadow jumping mouse within properties owned by the US Air Force Academy, as a collaborative and cooperative effort between the US Fish and Wildlife Service and the Academy. Threats that warrant listing of the species by the Service (under the Endangered Species Act) should be reduced and native species health and abundance improved through implementation of this Agreement.

Upon review and signing, the Academy agrees to implement this Agreement and the management actions detailed in the "1999 Conservation and Management Plan for Preble's Meadow Jumping Mouse on the US Air Force Academy" (Conservation Plan). In addition, the Academy will continue to implement the "1997 Integrated Natural Resources Management Plan and Environmental Assessment for the US Air Force Academy" (Academy Integrated Natural Resources Management Plan), and the "1996 Integrated Natural Resources Management Plan and Environmental Assessment for the Farish Recreation Area" (Farish Integrated Natural Resources Management Plan) which provide for the long-term stewardship of natural resources on Academy lands.

As stipulated in the attached Service biological opinion, the Service concurs that this Agreement and Conservation Plan comply with the requirements of section 7(a)(2) of the Endangered Species Act, as amended (16 United States Code, Section 1531). Under this Agreement the Academy will:

1. Be authorized to complete up to 12.0 acres of repair and maintenance to existing facilities within Preble's habitat each year (Attachment 1). Total impacts of repair and maintenance activities will not exceed 60.0 acres within any 5-year period. All measures taken to reduce the impacts of take for defined repair and maintenance activities (that meet success criteria) and all restoration or enhancement projects that result in augmentation of amount of Preble's habitat must exceed the total impacts (i.e., 60.0 acres plus all emergency-repair impacts) over the 5-year period. All impacts to Preble's habitat will be mitigated and monitored following a mitigation plan and success criteria to be developed by May 15, 2001.
2. Implement the Conservation Plan. This includes maintaining existing populations, research and monitoring, eliminating threats to Preble's and its habitat, and encouraging protection of Preble's populations and habitat on adjacent lands.
3. Continue to implement the Academy Integrated Natural Resources Management Plans for the Academy and Farish Recreation Area.

New construction that will impact federally listed species or their habitat, emergency actions and

other activities not covered in this Agreement will require additional consultation under Section 7 of the Act.

GOAL: Ensure the long-term survival and conservation of Preble's and its habitats within lands owned by the Academy.

OBJECTIVES:

By implementing this Agreement and Conservation Plan, Preble's will be conserved within Academy lands. This Agreement, Conservation Plan, and associated Academy Integrated Natural Resources Management Plan and Farish Integrated Natural Resources Management Plan represent the first comprehensive efforts to conserve the Preble's and its associated habitats.

Objective 1. Implement the four objectives and associated strategies and tasks of the Conservation Plan: (1) maximize extent, quality and connectivity of Preble's habitat within the Academy; (2) conduct research and monitoring projects to increase understanding of Preble's life history and habitat requirements; (3) eliminate or minimize threats to Preble's and its habitat on Academy lands; and (4) encourage maximum protection of Preble's populations and associated habitats on adjacent lands.

Objective 2. Minimize impacts to Preble's habitats by Academy maintenance and repair activities. To ensure minimal impacts to Academy Preble's populations, the Academy will limit annual maintenance and repair of existing structures within Preble's habitat to no more than 2 percent of the Academy's suitable Preble's habitat per year (Conservation Plan Task 3.2). Please see Attachment 1 for Academy FY00-FY04 projects within 300 feet of the designated 100-year floodplain. Mitigation for Academy disturbed sites will follow Conservation Plan Tasks 3.1, 3.3 and 3.4. A Preble's monitoring plan and success criteria will be completed by May 15, 2001 (Section 5 of this Agreement).

Objective 3. Continue to implement the Academy Integrated Natural Resources Management Plan and Farish Integrated Natural Resources Management Plan.

Objective 4. At the end of the 5 years of this Agreement, the Academy will have protected the current Preble's populations, enhanced existing habitat and added to the scientific knowledge of Preble's within Academy lands.

I. SPECIES INVOLVED

The primary focus of this Agreement is the conservation and enhancement of Preble's and the ecosystem upon which it depends within the Academy, Colorado Springs, Colorado. The actions described in this Agreement may also benefit other native species on property owned by the Academy, including the Academy Farish Memorial Recreation Area (Woodland Park). These species include, but are not limited to, the recently federally delisted peregrine falcon, Porter's feather grass, streaked ragweed, unique plant communities, native fish populations of the upper Arkansas River drainage, migratory waterfowl and native big game species.

Using an ecosystem approach, this Agreement could improve the status of other native species existing within Academy lands. However, delisting of federally listed species will depend upon the removal of range-wide threats to the species and completion of the goals and objectives of an approved Service Recovery Plan.

II. INVOLVED PARTIES

United States Air Force Academy
8120 Edgerton Drive
USAF Academy CO 80840

United States Department of Interior
Fish and Wildlife Service
P.O. Box 25486
Denver Federal Center
Denver CO 80225

III. AUTHORITY

The signatory parties hereto enter into this Agreement under federal and state law, as applicable, including, but are not limited to:

Section 2(c)(1) of the Act, as amended, which states, “the policy of Congress that all Federal departments and agencies shall seek to conserve endangered species and threatened species and shall utilize their authorities in furtherance of the purposes of the Act.”

Section 7(a)1 of the Act, as amended, which states, “All other Federal programs shall, in consultation with and with the assistance of the Secretary, utilize their authorities in furtherance of the purposes of this Act by carrying out programs for the conservation of endangered species and threatened species listed pursuant to Section 4 of the Act.”

In addition to the Endangered Species Act, the cooperative, consultative and interagency coordination represented by activities provided by this Agreement are authorized by:

- a. Sikes Act, Title 16, United States Code, Sections 670a-670f;
- b. Eagle Protection Act, Title 16, United States Code, Sections 668-688d;
- c. Migratory Bird Treaty Act, Title 16, United States Code, Sections 701-718h;
- d. Memorandum of Understanding between the Department of Defense and US Fish and Wildlife Service for the Ecosystem-Based Management of Fish, Wildlife and Plant Resources on Military Lands (1999);

e. Air Force Instructions 32-7064;

f. Fish and Wildlife Coordination Act 48 Stat. 401, as amended; 16 U.S.C. 661 et seq.

All parties to this Agreement recognize that each party has specific statutory responsibilities that cannot be delegated, particularly with respect to the management and conservation of wildlife, its habitats and the management, development and allocation of water resources. Nothing in this Agreement is intended to abrogate any of the parties' respective responsibilities.

This Agreement is subject to and is intended to be consistent with federal and state laws and interstate compacts, as applicable.

This instrument in no way restricts the parties involved from participating in similar activities with other public or private agencies, organizations or individuals.

Modifications within the scope of this instrument shall be made by the issuance of a bilaterally-executed modification prior to any changes being performed.

IV. PROBLEMS FACING PREBLE'S

The success of any conservation or recovery program depends on eliminating or reducing the impact of activities that threaten the species' existence. The following list is a compilation of threats based on the five criteria considered for federal listing of a species in Section 4(a)(1) of the Endangered Species Act of 1973, as amended:

- a. The present or threatened destruction, modification or curtailment of its habitat or range.
- b. Overutilization for commercial, recreational, scientific or educational purposes.
- c. Disease, predation, competition or hybridization.
- d. The inadequacy of existing regulatory mechanisms.
- e. Other natural (e.g., drought) or human induced (e.g., socio-political) factors affecting its continued existence.

The Conservation Plan provides a detailed review of threats to Preble's within the boundary of Academy lands, and proposes goals, objectives and strategies to remove or reduce these threats.

V. PREBLE'S CONSERVATION ACTIONS

To meet the goal of this Agreement, the following conservation actions are proposed. Please see the Conservation Plan and Academy Integrated Natural Resources Management Plan for

additional detail.

A. Implement the Conservation Plan.

1. Maximize extent, quality and connectivity of Preble's habitat within the Academy.

1.1 Maintain and enhance current habitat.

1.2 Enhance/restore degraded habitat.

1.3 Maintain natural hydrologic regime.

1.4 Control exotic weeds. Estimate up to 12.0 acres of Russian olive control and up to 2.0 acres of noxious weed control (knapweed, thistle).

2. Conduct research and monitoring projects to increase understanding of Preble's life history and habitat requirements.

2.1 Inventory all potential suitable habitat.

2.2 Research and document Preble's habitat and life history. Estimate 2.5-5.0 research acres each year for nine projects.

2.3 Investigate relationship between hydrology and riparian vegetation.

3. Eliminate or minimize threats to Preble's and its habitat on Academy lands.

3.1 Define impacts and mitigation techniques.

3.2 Limit cumulative disturbance impacts to no more than 2 percent of Preble's habitat per year. Proposed projects, location, date and acres, Attachment 1.

3.3 Develop and implement Preble's management protocols.

3.4 Comply with post-construction monitoring.

4. Encourage maximum protection of Preble's populations and associated habitats on adjacent lands.

4.1 Promote management that allows genetic flow with adjoining populations.

4.2 Work with El Paso County to minimize impacts to Academy habitat from off-site activities.

B. Continue to implement the 10 objectives and 25 strategies of the Academy Integrated Natural Resources Management Plan.

1. Support and encourage natural resource education and interpretation.
 - 1.1 Increase management awareness.
 - 1.2 Increase Academy focus on natural resources.
2. Manage the resources to protect scenic values.
 - 2.1 Maintain eligibility for National Register of Historic Places.
3. Maintain native vegetation diversity and patterns.
 - 3.1 Maintain native plant communities.
 - 3.2 Maintain mosaic of native plant communities and age structures.
 - 3.3 Maintain vegetation transition zones.
4. Maintain the quality and diversity of wetlands and riparian corridors.
 - 4.1 Manage for no net loss of wetland habitats.
 - 4.2 Manage man-made aquatic habitats for native species, training and recreation.
5. Sustain native wildlife populations and diversity.
 - 5.1 Maintain plant and wildlife species diversity.
 - 5.2 Prevent habitat fragmentation.
6. Manage urban habitats for the best interest of native wildlife.
 - 6.1 Address the habituation of wildlife to urban habitats.
 - 6.2 Reduce wildlife-human conflicts.
 - 6.3 Maximize urban forest features.
7. Maintain recreational opportunities for the base community.
 - 7.1 Provide sustainable recreational opportunities.
 - 7.2 Feature native wildlife species.

- 7.3 Expand handicap access.
- 8. Manage human use to ensure long-term resource quality and sustainability.
 - 8.1 Reduce negative recreational and boundary impacts.
 - 8.2 Maintain designated open space, as designated in the Land Use Plan.
 - 8.3 Increase visibility and awareness of natural resource issues.
- 9. Coordinate resource protection within the Monument Creek watershed.
 - 9.1 Provide opportunities of public education.
 - 9.2 Improve the visibility of the Academy's natural resource program.
 - 9.3 Work to protect natural resource values at the military-community interface.
- 10. Use current communication and database technologies for resource management.
 - 10.1 Implement a base-wide Geographic Information System (GIS).
 - 10.2 Apply GIS to natural resource operations.

C. Coordinating Activities

Administration of this Agreement will be conducted by the Academy and Service, Colorado Fish and Wildlife Assistance Office, in coordination with the Region 6, Ecological Services. A team approach will be used, and the team will consist of a designated representative from each signatory to this Agreement and may include technical and legal advisors and others.

The team will meet by June 30, 2000, to begin development of a Preble's monitoring plan and success criteria for Academy Preble's projects. A final monitoring plan and success criteria will be completed and provided to the Service's Colorado Ecological Services Field Office by May 15, 2001.

Following the development of the Preble's monitoring plan and success criteria, the team will meet at least annually for the remainder of the Agreement to review the status of objectives, monitoring plan, success criteria and budgets. The team meetings will be open to the public. A summary of the meetings and progress reports will be distributed to other interested parties upon request.

D. Implementing Conservation Schedule

The parties agree that significant actions to benefit Preble's will be implemented within 5 years of the signing of this Agreement and as funds become available. Actions to benefit Preble's are stated in the goals, objectives and strategies of the Conservation Plan.

E. Funding Conservation Actions

It is projected that Academy habitat protection and Academy Preble's research will require the greatest expense during the first 5 years of the Agreement. Funding for the Conservation Agreement will be provided primarily by the Academy/Department of Defense; however, other sources of funding may also be provided.

- Federal sources may include, but are not limited to, the Academy, Department of Defense and Service.
- State funding sources may include, but are not limited to, direct appropriation of funds by the legislature, Colorado Department of Transportation and Colorado Division of Wildlife.
- Local sources of funding may be provided by cities and towns, counties, local irrigation companies and other supporting appropriations and may be limited due to factors beyond local control.

It is understood that all funds expended in accordance with this Agreement are subject to approval by the appropriate local, state or federal appropriations. Any endeavor involving reimbursement or contribution of funds between the parties pursuant to this instrument will be handled in accordance with applicable laws, regulations and procedures, including those for Government procurement and printing.

F. Conservation Progress Assessment

An annual assessment of progress towards implementing actions identified in this Agreement will be provided to the Regional Director, US Fish and Wildlife Service, Region 6.

If threats to the survival of the Preble's become known that are not addressed by this Agreement, the US Fish and Wildlife Service, Region 6, will immediately be notified.

VI. DURATION OF AGREEMENT

The initial term of this Agreement shall be 5 years. Prior to the end of each 5-year period, a thorough analysis of actions implemented for the species will be conducted by the team. If all signatories agree that sufficient progress has been made towards the conservation and recovery of the Preble's, this Agreement shall be extended for additional 5-year periods. Any party may withdraw from this Agreement on 60 days written notice to the other parties.

VII. NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

Signing of this Agreement is covered under authorities outlined in Section III listed above. We anticipate that any survey, collection or non-land disturbing research activities conducted under this Agreement will not entail significant federal actions under National Environmental Policy Act and will be given a categorical exclusion designation. However, each signatory agency holds the responsibility to review planned actions for their area of concern to ensure conformance with existing land use plans and to conduct any necessary National Environmental Policy Act procedures for those actions within their area.

VIII. FEDERAL AGENCY COMPLIANCE

During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, national origin, age, religion, gender, disability, familial status or political affiliation.

No member or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

VIX. SIGNATORIES

US Department of Interior
Fish and Wildlife Service, Region 6

/s/ Ralph O. Morgenweck
Regional Director

DATE: 6/8/00

US Air Force
US Air Force Academy

/s/ Tad Oelstrom
TAD J. OELSTROM
Lieutenant General, USAF
Superintendent

DATE: 06 JUN 2000

ATTACHMENT 1

Acres of Identified and Unidentified Repair and Maintenance Projects within Preble's Meadow Jumping Mouse Habitats (300 Feet of the 100-year floodplain), US Air Force Academy, Colorado, FY00-FY04.

FY	Project #	Description	Project Acres	Preble's Habitat Acres*
00	00-0021	Repair Cathodic Protection	6.1	0.7
00	00-0024	Repair Kettle Lake Dam #1	1.3	0.5
00	00-1008	Repair Storm Drains, Academy Drive	3.0	0.5
00	00-2000	Utilities Requirements	1.2	0.2
00	91-0011B	Repair Jogging Path, Prep School	7.3	0.5
00	99-0023HH	Repair Storm Drainage, Golf Course	6.0	<u>4.0</u>
00		Total Identified Projects		6.4 Acres
00		Total Unidentified Projects		5.6 Acres
00		Total		12.0 Acres
01	01-0011	Repair Drop Structures, Cross and Int.	1.0	0.2
01	01-2000	Utilities Requirements	4.0	2.0
01	01-2007	Rpr/Rpl Sewer Line, Golf Course West	5.5	2.0
01	98-20022	Rpl HTHW Line to Hospital	6.1	3.0
01	01-2011	Rpl Pot Water Valves, Ph 3/4	2.0	<u>0.5</u>
01		Total Identified Projects		7.7 Acres
01		Total Unidentified Projects		4.3 Acres
01		Total		12.0 Acres
02	01-2001	Rpr/Rpl Main Sewer Line, Pine Valley	9.1	6.0
02	01-2002	Erosion Control-Lehman Run	3.0	2.0
02	01-2008	Rpr/Rpl Main Sewer Ln, Cmty Ctr	8.0	0.5
02	02-2000	Utilities Requirements	4.0	1.0
02	97-0004	Repair Women's Softball Complex	3.0	<u>1.0</u>
02		Total Identified Projects		10.5 Acres
02		Total Unidentified Projects		1.5 Acres
02		Total		12.0 Acres
03	03-2001	Repair/Replace Sanitary Sewer	10.0	2.0
03	02-2002	Rpr/Rpl Main Sewer Line, Airfield	18.0	2.0
03	03-2000	Utilities Requirements	5.0	2.0
03	03-2008	Repair Sanitary Sewer, 167 to F5	9.1	2.0

03	03-2009	Repair Sanitary Sewer	0.5	0.5
03	93-0085c	Repair Jogging Path, Cadet Area	4.0	<u>2.0</u>
03		<i>Total Identified Projects</i>		<i>10.5 Acres</i>
03		<i>Total Unidentified Projects</i>		<i>1.5 Acres</i>
03		<i>Total</i>		<i>12.0 Acres</i>
04	04-2000	Utilities Requirements	12.0	2.0
04	04-2002	Repair Sanitary Sewer, Cadet Area S.	6.0	<u>1.0</u>
04		<i>Total Identified Projects</i>		<i>3.0 Acres</i>
04		<i>Total Unidentified Projects</i>		<i>9.0 Acres</i>
04		<i>Total</i>		<i>12.0 Acres</i>

* Total of Yearly Project Acres for Maintenance and Repair Activities will not exceed 12.0 acres.