

**Smoky Hill River Landowners Black-footed Ferret (BFF) Reintroduction Plan
Smoky Hill River Reintroduction Site
Logan County, Kansas**

Agreed to by Cooperators and Permittee, hereinafter "Parties" on November 7, 2019

Cooperator's Name

Smoky Hill River Landowners

Permittee:

Pete Gober, USFWS

Certificate of Inclusion #:

KS-002

- 1.0 Description and map of enrolled lands:** This Reintroduction Plan (RP) is an attachment to a Certificate of Inclusion providing enrollment pursuant to the Black-footed Ferret Programmatic Safe Harbor Agreement (Agreement) dated October 23, 2013. For the enrolled properties covered by this RP, the Conservation Zone in Logan County, Kansas consists of approximately 3,900 acres, save and except for a 10-meter buffer surrounding all enrolled properties, of black-tailed prairie dog habitat suitable for the reintroduction and management of black-footed ferrets. Lands enrolled under COI# KS-002 are near enough in distance (3.6 miles) to lands enrolled under COI# KS-001 that animals may disperse between properties. Therefore, habitat can be totaled between the properties when determining reintroduction and management practices. The Management Zone for the enrolled property consists of a 10-meter buffer surrounding the entirety of the Conservation Zone. Factors such as range and forage conditions, wildlife disease impacts, changes in coverage and density of black-tailed prairie dog populations, and prairie dog population reductions conducted to address neighboring landowner concerns could all cause changes in the size of the Conservation Zone and Management Zone. All lands contained within the Conservation and Management Zones are owned or leased by the Cooperators; the Cooperators attest that they have full surface management control of leased lands. Please see Appendix A for a map delineating the Conservation and Management Zones.
- 2.0 Baseline for the Covered Species:** The baseline for the black-footed ferret at the Smoky Hill River Reintroduction Site is considered to be zero animals. Although BFF conservation at this site is at the voluntary discretion of the Cooperators and could potentially return to zero at some point in the future, it is anticipated that recovery efforts at the Smoky Hill River Reintroduction Site will provide a net positive conservation benefit for the BFF for a considerable length of time. It should be understood that BFF populations may fluctuate over time along with varying prey populations; these fluctuations are related to precipitation patterns, disease, and other factors. Overall long-term BFF recovery will be enhanced by the continuing management of the enrolled properties for the species.

3.0 Current land use: The property totals approximately 3,900 acres and is managed as a livestock grazing operation. No other commercial uses occur on the property.

4.0 Conservation Activities:

- A. Black-footed Ferret Reintroduction and Management: Upon signature by the Parties, the enrolled lands will be eligible to receive black-footed ferrets. Black-footed ferret-related reintroduction and management activities will be carried out by the Permittee (Black-footed Ferret Recovery Coordinator, U.S. Fish and Wildlife Service/"the Service") or designee(s). The number and timing of black-footed ferret releases will be dependent on suitable available habitat as determined by annual black-footed ferret surveys and/or black-tailed prairie dog population and habitat assessments. Approximately 20 ferrets may be released annually within the Conservation Zone identified on the enrolled lands in the fall. The Cooperators will be notified 30 days prior to planned release activities.*
- B. Disease Management: Upon signature by the Parties, the enrolled lands will be eligible for disease management activities. These activities may be carried out by the Permittee or designee upon notification of the Cooperators. Disease management activities may include applying Environmental Protection Agency (EPA) approved insecticides into, or adjacent to, prairie dog burrows within the Conservation and/or Management Zones. Insecticides are typically applied via hand operated devices transported by ATVs or by foot depending on topography. Applications can take several days to several weeks depending on acreage treated and size of work crews. Alternatively, oral vaccine baits (currently under development) could be distributed from ATVs or possibly aurally onto a prairie dog colony no more than once per year after emergence of the young. In the event that disease management activities will be undertaken by the Permittee or a third party designee, the Cooperators will be notified prior to any disease management activities.*
- C. Prairie Dog Management:
1. Upon signature of this RP and the Certificate of Inclusion by the Parties, prairie dog management may take place within the Management Zone. Management activities will be directed by the Permittee or designee and carried out by USDA APHIS-Wildlife Services or other designated party.*
 2. Prairie dog management may include lethal control of prairie dogs within the Management Zone as identified by the Permittee with notification provided to the Cooperators. Lethal control may only be accomplished using shooting with non-toxic ammunition and/or application of zinc phosphide. Anticoagulant rodenticides (e.g., Rozol and Kaput) and fumigants (e.g., phostoxin, fumitoxin, and rodent gas cartridges) cannot be used within the Conservation or Management zones at any time. Anticoagulant rodenticides (e.g., Rozol and Kaput) will not be used on any neighboring properties cooperating with USDA APHIS-Wildlife Services-sponsored prairie dog management activities that are funded by the Permittee. Notification shall be made by the Permittee to the Cooperators of any proposed use of fumigants (e.g., phostoxin, fumitoxin, and

rodent gas cartridges) on any neighboring properties cooperating with USDA APHIS-Wildlife Services-sponsored prairie dog management activities that are funded by the Permittee.

3. In connection with this RP and any planned prairie dog management within the Management Zone, the Permittee, or their designee, will meet in person with the Cooperators on an annual basis. The meeting will take place no later than 31 July of each year. The Permittee will notify the Cooperators at the meeting of any lethal and non-lethal prairie dog management that will take place within the Management Zone including locations, number of acres, and methods to be used. Any prairie dog management implemented within the Management Zone will accommodate the Cooperators' livestock management concerns to the greatest extent practicable. The Cooperators reserve the right to make arrangements for non-lethal control of prairie dogs if such control is concluded prior to 31 July of each year. The Parties will agree in writing prior to any modification which would change the boundaries of the Management Zone shown on this RP's original map (Appendix A).

**All conservation management related activities will be coordinated in advance with the Cooperators. Every effort will be made to minimize conflicts with the Cooperators' use of their lands. Only in emergency situations will the Permittee request access less than 30 days in advance, and if the Parties cannot agree on disease and/or prairie dog management activities taking place within the Management Zone on the enrolled property, either party can withdraw from the Black-footed Ferret Programmatic Safe Harbor Agreement at any time without penalty.*

- 5.0 **Monitoring:** The Cooperators will be expected to fill out a questionnaire (example provided in Appendix B) on an annual basis regarding status of ferrets on the enrolled land and ongoing routine grazing, ranching, and rangeland monitoring activities; the Permittee will assist the Cooperators in completing this survey if requested. Spotlight surveys for black-footed ferrets will be coordinated by the Permittee (or designee). Surveys will be conducted in the fall of each year, and possibly in the spring if approved by the Cooperators. Surveys will utilize pre-determined routes within the Conservation Zone and will be performed as much as possible in a manner that does not negatively affect ranch activities or natural resources. While actual survey efforts may vary, the Permittee anticipates that a total of 320 observer hours annually will be sufficient to determine the status of the reintroduction effort. The Permittee will provide an annual report covering all monitoring and prairie dog management activities to the Cooperator (example provided in Appendix C) by 31 December of each year.

6.0 Changed Circumstances:

Changed Circumstances	Potential Effects to Black-footed Ferrets	Proposed Response
Drought	Drought can limit forage quantity available for prairie dogs and livestock. Competition	Upon identification of a D2 or higher by the Drought Monitor and declaration by State Authorities, the Permittee will determine if

	for this forage could limit prairie dog reproduction. Limited prairie dog reproduction could lead to limited food availability for ferrets.	adequate habitat is available on the enrolled lands for ferrets. If not, the Permittee may elect to trap any remaining ferrets for reintroduction elsewhere with adequate habitat. Landowner grazing activities will not be limited by the Permittee. Additional ferrets may be reintroduced to the enrolled lands after drought conditions have improved.
Fire	Direct effects of fire to ferrets or prairie dogs are unlikely as they can seek refuge within their burrows. However, fire can have short term impacts to the availability of forage for prairie dogs and therefore ferrets as discussed above.	Should a fire impact greater than 50% of the enrolled lands, the Permittee will determine if adequate habitat is available on the enrolled lands for ferrets. If not, the Permittee may elect to trap any remaining ferrets for reintroduction elsewhere with adequate habitat. Additional ferrets may be reintroduced to the enrolled lands after enrolled lands have recovered from the fire.
Disease	There are a number of native and non-native diseases that can impact ferrets. Impacts occur both directly (death of ferret) or indirectly through the loss of their food source, prairie dogs.	In the case where disease other than plague is suspected to have impacted ferrets, the Permittee will coordinate efforts to identify the disease with U.S. Geological Survey's National Wildlife Health Lab and the appropriate State Agency that oversee wildlife disease outbreaks. Potential response to the disease could include trapping and relocating ferrets if adequate habitat exists elsewhere. If disease causes loss of all ferrets at a reintroduction site, additional ferrets may be reintroduced if adequate habitat exists that is not impacted by disease.
Additional Land Uses	Changes in land use include, but are not limited to utility development (e.g., waterlines, power lines), energy development, and associated infrastructure. These changes could result in the incidental take of ferrets through vehicle collision and/or decrease available prairie dog habitat and prairie dogs available for ferrets.	Any additional land uses proposed within the enrolled lands during the term of the RP will be identified and reviewed by the parties to determine if the proposed use will decrease prairie dogs or ferret habitat. Any significant decreases in prairie dog habitat could be offset by including additional prairie dog habitat contiguous with the Management Zone resulting in no net loss of adequate prairie dog habitat. If sufficient additional habitat does not exist, the Permittee may elect to trap any remaining ferrets for reintroduction elsewhere with adequate habitat.
New Species Listing on Enrolled Lands	Conservation activities to benefit the black-footed ferret may have potential impacts to the new species.	If a non-covered species that occurs within the Agreement area becomes a federally listed species, the Service will assess whether the implementation of the Agreement may affect such species. If implementation may result in incidental take of such species, the Service will work with the enrolled landowners to determine appropriate modifications to the Agreement's conservation activities to either avoid or minimize incidental take. If take cannot be avoided, the Service will determine whether amending the Agreement and its attendant permit would be necessary to cover such additional species through the Section 7 process. If the landowner wishes to conserve the species and receive assurances for that species, the Service and landowner would mutually amend the RP to document the baseline conditions for the species; potentially modify or add conservation measures; and the Service would amend the Agreement, permit, Biological Opinion, and any relevant National Environmental Policy Act documents while providing for required public comment. Any Cooperator may withdraw from the Agreement at any time.

**Change in
Ownership
Interest**

Withdrawal of Cooperators from the Agreement and termination of RP may result in loss of site.

Coverage for incidental take will be maintained via the Biological Opinion, provided the former Cooperator notifies the Permittee and allows access to trap any remaining ferrets for reintroduction elsewhere.

7.0 Reintroduction Plan Duration: The duration of this RP will be 40 years, or as otherwise modified in the future, from the date of signature. The Certificate of Inclusion will be in effect for as long as the terms of the RP are met.

8.0 Assurances to the Cooperator: Provided that the Cooperators comply with the provisions outlined in the RP developed for the enrolled lands, the Service assures that it will not impose conservation measures and/or restrictions for the ferret on the use of the Cooperators' land, water, or resources in addition to those already agreed upon in the Safe Harbor Agreement and the RP throughout the term of the Certificate of Inclusion. Furthermore, the Certificate of Inclusion will provide the Cooperators with incidental take coverage of the ferret consistent with maintaining the baseline conditions as described in Section 2.0 of this RP with the following conditions:

- A. When the Cooperators are implementing the conservation activities identified in Section 4.0 of this RP.
- B. When the Cooperators are carrying out any legal activity, including routine ranching and grazing, on or adjacent to the enrolled lands in concert with conservation activities identified in section 4.0 of this RP.

The Cooperators will be considered to be non-participating landowner interests with incidental take coverage provided by the Biological Opinion associated with the issuance of Permit Number TE18695B-0 under the following circumstances:

- A. When the Cooperators are making any lawful use of Cooperator-owned non-enrolled lands that are adjacent to or in proximity of enrolled lands.
- B. When the Cooperators are returning the enrolled lands to baseline at any time through otherwise lawful means.

9.0 Modifications:

- A. Reintroduction Plan: Any party to this RP may propose modifications by providing written notice to the other parties explaining the proposed modification and the reasons for the modification. Approval of a modification will require the written consent of the Permittee and Cooperators and must be consistent with the assurances described in Section 8.0 of the RP. Any proposed modification to the RP will be considered effective as of the date that all affected parties have agreed in writing to the modification.
- B. Certificate of Inclusion: The Certificate of Inclusion may be amended by the Cooperators and/or the Permittee in accordance with Service permit regulations (50

CFR, Parts 13 and 17). A request for an amendment of the Certificate of Inclusion would require, at a minimum: a written explanation of why the amendment is needed; and an explanation of what, if any, effects the amendment would have on the black-footed ferret.

- C. **Early Termination of the Reintroduction Plan:** As provided for in Part 12 of the Service's Safe Harbor Policy (64 FR 32717), the Permittee may terminate the RP prior to the expiration date. In such circumstances, the Cooperators may return the enrolled lands to baseline conditions even if the conservation activities identified in the RP for the enrolled lands have not been fully implemented. Similarly, the Cooperators may terminate the RP early. Cooperators who withdraw from the Agreement will subsequently be regarded as non-participating landowner interests who receive incidental take via the associated Biological Opinion, provided the Cooperators notify the Permittee and allow the Service access to recapture ferrets during the following fall, prior to carrying out any otherwise lawful activity that may result in take of ferrets on enrolled lands, including a return to baseline. If the Cooperators fail to notify the Permittee regarding possible take or fails to provide access, coverage for incidental take will not be granted.

10.0 Other Measures:

- A. **Remedies.** No party shall be liable in monetary damages for any breach of this RP, any performance or failure to perform an obligation under this RP, or any other cause of action arising from this RP.
- B. **Dispute Resolution.** The Parties agree to work together in good faith to resolve any disputes using dispute resolution procedures agreed upon by all Parties.
- C. **Succession and Transfer.** As provided in 50 CFR 13.25, if a Cooperator transfers his or her interest in the enrolled lands to another non-federal entity, the new owner has the option to accept the original Cooperator's responsibilities and assurances. If the new owner chooses to accept the original Cooperator's responsibilities and assurances, the Service will regard the new owner or manager as having the same rights and responsibilities with respect to the enrolled lands as the original Cooperator for the remainder of the term of the agreement. If the new owner chooses not to participate in the Agreement and the activities described in the RP, he or she will be reclassified as a non-participating landowner but will retain authorization for incidental take due to otherwise lawful activities via the Biological Opinion, provided the Service is given an opportunity to trap ferrets currently on the property.
- D. **Availability of Funds.** Implementation of this RP is subject to the requirement of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this RP will be construed by the Parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The Parties acknowledge that the Service will

unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

- E. No Third-Party Beneficiaries. This RP does not create any new right or interest in any member of the public as third-party beneficiary, nor shall it authorize anyone not a party to this RP to maintain a suit for personal injuries or damages pursuant to the provisions of this RP. The duties, obligations, and responsibilities of the parties to this RP with respect to any third-party shall remain as imposed under existing law.
- F. Notices and Reports. Any notices and reports, including monitoring and annual reports required by the Agreement shall be delivered to the persons listed below, as appropriate:

Cooperators:

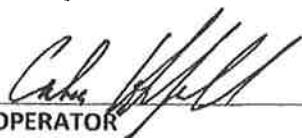
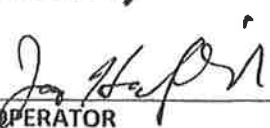
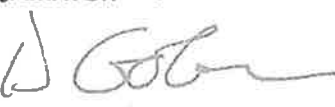
Calvin Haverfield
1612 Gold Road
Russell Springs, KS 67764
(785) 751-4292

Jay Haverfield
1165 Wheatridge Road
Colby, KS 67701
(785) 443-3645

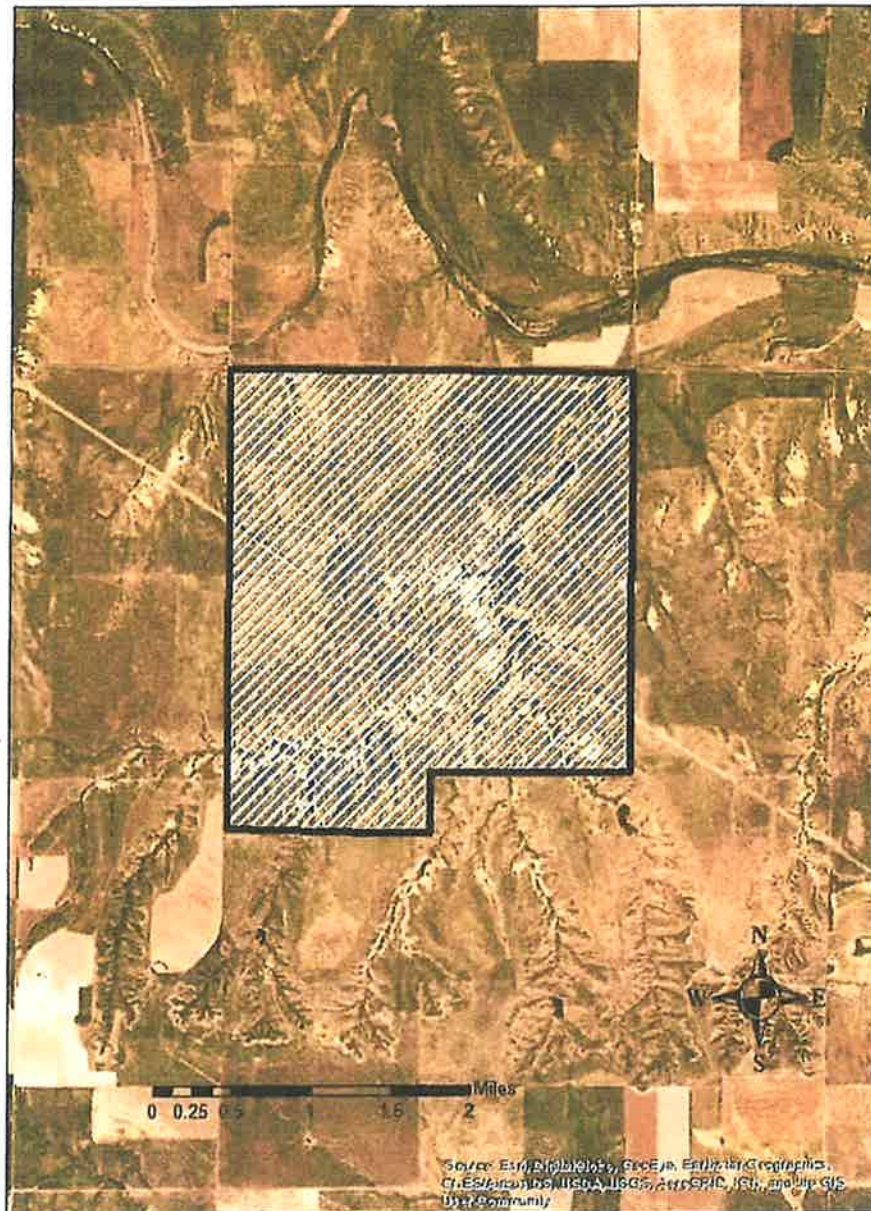
Permittee:

Pete Gober
Black-footed Recovery Coordinator
U.S. Fish and Wildlife Service
P.O. Box 190
Wellington, CO 80549
(970) 897-2730

11.0 Signatures:

 _____ COOPERATOR	 _____ COOPERATOR	 _____ BLACK-FOOTED FERRET RECOVERY COORDINATOR
11-7-19 DATE	11-7-19 DATE	11-7-19 DATE

Appendix A – Map of Enrolled Lands



Appendix A (cont.) – Map of Enrolled Lands



Appendix B – Cooperator Questionnaire

ANNUAL REPORT FROM COOPERATOR TO PERMITTEE

Certificate of Inclusion #:

Name:

State:

County:

Date (covering past year):

Ferrets

1. *Have you seen ferrets or any sign of live ferrets? If so, give approximate location.*
2. *Have you seen any dead ferrets? If so, how many? Please provide approximate location.*
3. Please describe what circumstances resulted in the dead ferret, if known.

Prairie Dogs

4. What changes have you noticed in prairie dog densities? Die-offs? If any, describe the extent of the die-off.

Grazing

5. Are you actively grazing the enrolled lands?
6. Please describe any changes in your grazing practices in the past 12 months.

General

7. Has the reintroduction of ferrets caused any hardship to your operation? If so, please describe.
 8. Other comments or suggestions
-

APPENDIX C – Report to Cooperator

Annual Report to Cooperator by Permittee

Certificate of
Inclusion #:
Name:
State:
County:
Date (covering
past year):

Conservation Activities

Date: # Released

Black-footed Ferret
Reintroductions *

Date: # Acres Treated

Method

Disease Management

Date: # Acres Treated

Method

Prairie Dog Management

*Note number of animals released and pertinent conditions at release

Certificate of Inclusion
Black-footed Ferret Programmatic Safe Harbor Agreement
KS-002

This certifies that the lands shown on the attached map owned by Smoky Hill River Landowners (Cooperators) are included within the scope of Permit Number TE18695B-0, held by the U.S. Fish and Wildlife Service, Black-Footed Ferret Recovery Coordinator (Permittee), issued on October 23, 2013 and expiring on December 31, 2063 under the authority of section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1539(a)(1)(A). The Permit authorizes incidental take of black-footed ferrets from all lawful activities by the Cooperator as part of the Black-footed Ferret Programmatic Safe Harbor Agreement (Agreement) to reintroduce and establish new populations of the black-footed ferret. Pursuant to the Permit, this Certificate of Inclusion authorizes incidental take of the black-footed ferret that may result from any otherwise lawful activity on the above described lands, subject to the terms and conditions of the Permit, the Reintroduction Plan, and the Agreement. This Certificate of Inclusion becomes binding upon the Cooperator upon the date of the last signature below and continues for as long as the terms of this Agreement and the Reintroduction Plan are met. The attached Reintroduction Plan is incorporated as part of this Certificate of Inclusion for the enrolled lands.

It is understood that any ownership interest in these lands that is not addressed via an appropriate signature below (e.g., mineral interest) is not constrained by this agreement and will not be limited in any way from the exercise of such interests, except when related to the deliberate take of a listed species and any already extant legal obligations.



COOPERATOR 11-7-19
DATE



COOPERATOR 11-7-19
DATE



BLACK-FOOTED FERRET RECOVERY COORDINATOR 11-17-19
DATE

**Lands Owned by Smoky Hill River Landowners Included Within the Scope of
Permit TE18695B-0 in Logan County, Kansas**



Appendix A (cont.) – Map of Enrolled Lands



