

May 21, 2021

Noreen Walsh
Regional Director
United States Fish and Wildlife Service
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Dear Director Walsh,

We are writing today to attempt to clear up an apparent misunderstanding on the part of the Service and to express disappointment regarding recent events involving our Smoky Hill River Landowners Safe Harbor Agreement dated November 7, 2019 (attached). As you know, our parents Larry and Bette Haverfield, and Gordon Barnhardt have partnered with the Service to support conservation efforts for the black-footed ferret since 2007 and pursuant to the Butte Creek Landowners Safe Harbor Agreement dated January 29, 2015. The past included repeated efforts by local authorities to inflict emotional and financial distress on our family operations for acting on behalf of ferrets and in the Service's recovery interests. We have been happy to undertake this effort and are committed to continuing to help where we can as we believe the Service takes seriously its commitments. It was our understanding that we had made a commitment to abide by the terms of the agreement and work cooperatively with the Service with respect to any aspect of ferret recovery and, particularly, prairie dog management per the Black-footed Ferret Programmatic Safe Harbor Agreement, 2013, at 10.1 and 10.2.

We received a letter dated February 8, 2021 from Logan County officials demanding that we control prairie dogs on the enrolled lands. Calvin called Jason Luginbill of the Service's Manhattan office about it. This issue along with other issues was discussed during a March 1, 2021 phone meeting with Jason Luginbill, Michele McNulty, Gibran Suleiman, Tyler Tretten, Calvin Haverfield, Jay Haverfield, Cathy Lucas, and landlord Georgia Bosse. Per inquiry Jason said that he had not informed the Logan County Commissioners about our 2019 Smoky Hill River Safe Harbor Agreement. Immediately following that phone meeting we delivered and had file-stamped our own prepared letter (attached) to the County Commissioners indicating that poisoning said enrolled lands was prohibited pursuant to the Safe Harbor Agreement (SHA). On March 5, without notice, the County entered our property and apparently conducted prairie dog control, with Rozol (attached invoice), a toxicant that to our understanding cannot be used per

the SHA or within dispersal distance of ferrets. We believe that the EPA issued restrictions that prohibit Rozol use in Kansas on current and future black-footed ferret reintroduction sites. We were not made aware of the County action until the first invoice arrived. It was followed by a second invoice for another poisoned location (attached). Subsequently, we have now obtained public record of the commissioners March 3, 2021 meeting (attached) which indicates there was a discussion between the Service and the commissioners that the commissioners interpreted to indicate that there was no SHA in effect for the enrolled lands. We were not notified by the Service of this discussion, or by the county. Given that we had no opportunity to undertake prairie dog control on our own, we are now facing financial charges totaling around \$4,000.

We are very concerned that the Service disregarded the terms of the SHA and waived the label restrictions on Rozol. It was our understanding that landowners and lessees are assured by enrolling they are not liable for any additional financial obligations beyond anything included in the SHA. We also believe that the agreement reached in private between the Service and Logan County left us in the dark and violated the spirit and intent of the SHA.

Beyond all this, Director Walsh, this affair has really put us in a difficult position, one where we may incur unnecessary financial loss, has hurt our reputation in the community, and undermines one of your important partnerships in ferret recovery by negotiating an agreement with the County without our knowledge. We would appreciate a resolution of all of the issues raised as follows:

- 1) We would like affirmation/confirmation that a deal is a deal, and that the agreement you executed on November 7, 2019 is in effect;
- 2) We would like the Service to remedy the financial costs that we are now obligated to incur based on its boxing us in to a situation over which we had no control and which we were assured per the SHA would not fall on us;
- 3) We would like the Service to issue a statement to Logan County that we were operating in good faith and that the Service erred when it stated that no SHA existed.

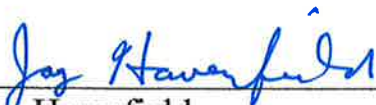
As a partner in this recovery effort we have tried to contribute our fair share to the Agreement, which has often involved our commitment of resources in maintaining prairie dogs on our properties, but we can't do this alone. We really need the Service to back us up when things get difficult. This is a case where help with the County, both in terms of financial and other resources, would be helpful. Given that failure to pay the County could result in additional interest charges, addition to

our taxes, and result in a real estate lien, we request your prompt attention to these requests. As always, we stand ready to discuss these and any other issues at any time, the earlier the better.

Sincerely,



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