

# Draft Black-footed Ferret Programmatic Safe Harbor Agreement

**5.0 Monitoring:** Each Cooperator will be expected to fill out a questionnaire (Appendix E of the Agreement) provided to them by the Permittee on an annual basis regarding status of ferrets on the enrolled land and routine grazing actions. Spotlight surveys for black-footed ferrets, coordinated by the Permittee or designee, to determine the success ferret reintroduction will : *[include a description of anticipated surveys to be conducted]*

**6.0 Changed Circumstances:**

Changed Circumstance	Potential Effects to Black-Footed Ferrets	Proposed Response
<b>Drought</b>	Drought can limit forage quantity available for prairie dogs and livestock. Competition for this forage could limit prairie dog reproduction. Limited prairie dog reproduction could lead to limited food availability for ferrets.	Upon identification of a D2 or higher by the Drought Monitor, and declaration by State Authorities, 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 drought conditions have broken.
<b>Fire</b>	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.
<b>Disease</b>	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.
<b>Additional Land Uses</b>	Changes in land use include, but not limited to utility development (e.g. waterlines, power lines), and energy development and associated infrastructure. These changes could take 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 Reintroduction Plan will be identified and reviewed by the parties to determine if the proposed use will decrease prairie dogs or ferret habitat. Any decreases in prairie dog habitat could be offset by including additional prairie dog habitat contiguous with the Conservation Zone resulting in no net loss of adequate prairie dog habitat.
<b>New Species Listing on Enrolled Lands</b>	Conservation activities that are occurring to benefit the black-footed ferret 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 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 Reintroduction Plan to document the baseline conditions for the species; potentially modify or add conservation measures, if necessary; and the Service would amend other associated

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documents, as appropriate.

**7.0 Reintroduction Plan Duration:** The duration of this plan will be [ # ] years from the date of signature. The Certificate of Inclusion will be in effect five years beyond the date of this plan.

**8.0 Assurances to the Cooperator:**

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

- A. When a Cooperator is implementing the conservation activities identified in Section 4.0 of this Reintroduction Plan, and further defined in a Reintroduction Plan.
- B. When a Cooperator is carrying out routine ranching and grazing activities on or adjacent to the enrolled lands in concert with conservation activities identified in section 4.0 of this Reintroduction Plan and further defined in a Reintroduction Plan.
- C. When a Cooperator is making any lawful use of Cooperator owned non-enrolled lands that are adjacent to or in proximity of enrolled lands.
- D. When a Cooperator is returning the enrolled lands to baseline within five years of the expiration of the Reintroduction Plan through otherwise lawful means.

**9.0 Modifications:**

- a. Reintroduction Plan: Any party to this Reintroduction Plan may propose amendments by providing written notice to the other parties explaining the proposed amendment and the reasons for the amendment. Approval of an amendment will require the written consent of all parties and must be consistent with the assurances described in Section 8.0 of the Reintroduction Plan. Any proposed amendment to the Reintroduction Plan will be considered effective as of the date that all affected Participants have agreed in writing to the amendment.
- b. Certificate of Inclusion: The Certificate of Inclusion may be amended in accordance with all applicable legal requirements in force at the time of the amendment, including, but not limited to, the ESA, National Environmental Policy Act, and USFWS permit regulations (currently these are codified in 50 CFR, Parts 13 and 17). Amendment of the permit would require, at a minimum: (1) a written explanation of why the amendment is needed; (2) an explanation of what, if any, effects the

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amendment would have on the black-footed ferret; and (3) a *Federal Register* notice of the proposed amendment and 30-day public comment period.

- 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 or Cooperator may terminate the Reintroduction Plan prior to the expiration date. In such circumstances, the Cooperator may return the enrolled lands to baseline conditions even if the conservation activities identified in the Reintroduction Plan for the enrolled lands have not been fully implemented. However, if the Cooperator terminates the Reintroduction Plan early, they relinquish all take authorities and assurances provided to them through the Certificate of Inclusion. The Cooperator must notify the Permittee prior to taking any activity that may result in take of black-footed ferrets on the enrolled lands so that efforts to recapture any animals can occur in the fall to the extent possible, when trapping success can be maximized.

## 10.0 Other Measures:

- A. **Remedies.** No party shall be liable in monetary damages for any breach of this Reintroduction Plan (Plan), any performance or failure to perform an obligation under this Reintroduction Plan or any other cause of action arising from this Plan.
- 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 Cooperators responsibilities and assurances. Upon agreement, 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.
- D. **Availability of Funds.** Implementation of this Plan is subject to the requirement of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Plan 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 not be required under the Plan to expend any federal agency's appropriated funds 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 Plan 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 Plan to maintain a suit for personal injuries or damages pursuant to the provisions of this Plan. The duties, obligations, and responsibilities of the Parties to this Plan with respect to these Parties shall remain as imposed under existing law.

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**F. Notices and Reports**

Any notices and reports, including monitoring and annual reports required by this Agreement shall be delivered to the persons listed below, as appropriate:

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

**11.0 Signatures:**

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**COOPERATOR**

**DATE**

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**BLACK-FOOTED FERRET RECOVERY COORDINATOR**

**DATE**

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## APPENDIX C

### Black-footed Ferret Recovery Guidelines by State (U.S. Fish and Wildlife Service 2012)

State	# Breeding adults established to date	# Adults/#acres to downlist	# Adults/# acres to delist
Arizona	33	74 adults/17,000 ac	148 adults/34,000 ac
Colorado	8	149 adults/29,000 ac	288 adults/58,000 ac
Kansas	Recent release	123 adults/18,500 ac	246 adults/37,000 ac
Montana	10	147 adults/22,000 ac	294 adults/44,000 ac
Nebraska	0	134 adults/20,000 ac	268 adults/44,000 ac
New Mexico	Recent release	220 adults/39,000 ac	440 adults/78,000 ac
North Dakota	0	38 adults/6,000 ac	76 adults/12,000 ac
Oklahoma	0	70 adults/10,500 ac	140 adults/21,000 ac
South Dakota	238	102 adults/15,000 ac	204 adults/30,000 ac
Texas	0	254 adults/38,000 ac	508 adults/76,000 ac
Utah	13	25adults/6,000 ac	50 adults/12,000 ac
Wyoming	98	171 adults/35,000 ac	341 adults/70,000 ac
<b>TOTAL</b>	<b>400</b>	<b>1,507 adults/256,000 ac</b>	<b>3,004 adults/512,000 ac</b>

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## APPENDIX D

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### Conservation Activities Implemented - Report to Cooperator

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Certificate of

Inclusion #:

Name:

State:

CO:

#### Conservation Activities

Date: # Released Black-footed Ferret Reintroductions \*

Date: # Acres Treated Method Disease Management

Date: # Acres Treated Method Prairie Dog Management

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\*Note number of animals released and pertinent conditions at release

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## Appendix E

### EXAMPLE Cooperator Questionnaire

**Certificate of Inclusion #:**

**Name:**

**State:**

**CO:**

#### **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 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?
  
8. Other comments or suggestions

## APPENDIX F

### Non-Participating Landowner Statement for the Black-footed Ferret Programmatic Agreement

This certifies that **[name of non-participating landowner]** owns land in **[State and County]**, designated on the attached map, in proximity to land enrolled in the Black-footed Ferret Programmatic Safe Harbor Agreement (Agreement) **[Certificate of Inclusion #]**. The Black-footed Ferret Recovery Coordinator (Coordinator) administers the Agreement and holds the associated enhancement-of-survival permit under section 10(a)(1)(A) of the Endangered Species Act. The Coordinator confers regulatory assurances and authorization of take of black-footed ferrets, incidental to routine ranching, conservation activities, and otherwise legal activities, to landowners who have enrolled in the Agreement (Cooperators) through Certificates of Inclusion, provided that the corresponding Reintroduction Plan is properly implemented.

Through the same authorities and this Non-Participating Landowner Statement (Statement), the Coordinator may confer regulatory assurances and incidental take authorization to non-participating landowners who choose not to enroll in the Agreement. The regulatory assurances and take authorization become effective upon signature of this Statement by the Coordinator and the non-participating landowner are subject to the requirements set forth below:

1. The Coordinator has determined and the non-participating landowner agrees that the baseline condition applicable to the lands subject to this Statement is **[number of]** black-footed ferrets.
2. Should black-footed ferrets disperse onto the lands subject to this Statement, the non-participating landowner agrees to notify the Coordinator no more than 90 days (except when precluded by emergency situations) prior to any changes in land use that would likely result in the incidental take of ferrets. The non-participating landowner also allows the Permittee or designee access to the subject lands to trap and relocate ferrets from the lands for reintroduction elsewhere, if appropriate.



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3. This Statement becomes effective upon signature and remains effective through the expiration of the Certificate of Inclusion [**Certificate of Inclusion #**] issued to the participating Cooperator identified above.

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**Owner**

**Date**

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**Black-footed Ferret Recovery Coordinator**

**Date**

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## APPENDIX G

Black-footed Ferret Recovery Implementation Team – Executive Committee as of 2012	
Position	
Chair	Texas Parks and Wildlife Department
Vice Chair	U.S. Fish and Wildlife Service
Past Chair	Wyoming Game and Fish Department
Coordinator	U.S. Fish and Wildlife Service
Member - State	Arizona Game and Fish Department
Member - State	Colorado Parks and Wildlife Department
Member - State	Kansas Department of Wildlife and Parks
Member - State	Montana Department of Fish, Wildlife and Parks
Member - State	Nebraska Game and Parks Commission
Member - State	New Mexico Department of Game and Fish
Member - State	North Dakota Game and Fish Department
Member - State	Oklahoma Department of Wildlife Conservation
Member - State	South Dakota Department of Game Fish & Parks
Member - State	Utah Division of Wildlife Resources
Member - Federal	U.S. APHIS - WS
Member - Federal	U.S. Bureau of Indian Affairs
Member - Federal	U.S. Bureau of Land Management
Member - Federal	U.S. Forest Service
Member - Federal	U.S. Geological Survey
Member - Federal	U.S. Park Service
Member - Federal	Natural Resources Conservation Service
Member - Tribe	Cheyenne River Sioux Tribe
Member - Tribe	Gros Ventre & Assiniboine Tribe
Member - Tribe	Lower Brule Sioux Tribe
Member - Tribe	Northern Cheyenne Tribe
Member - Tribe	Rosebud Sioux Tribe
Member - Tribe	Navajo Nation
Member - International	Grasslands National Park of Canada
Member - International	Universidad Autonoma Metropolitana Mexico
Member - NGO	Audubon of Kansas
Member - NGO	American Zoo & Aquarium Association

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<b>Member – NGO</b>	<b>Defenders of Wildlife</b>
<b>Member – NGO</b>	<b>National Wildlife Federation</b>
<b>Member – NGO</b>	<b>Prairie Wildlife Research</b>
<b>Member – NGO</b>	<b>The Nature Conservancy</b>
<b>Member – NGO</b>	<b>Turner Endangered Species Fund</b>
<b>Member – NGO</b>	<b>World Wildlife Fund</b>
<b>Member – NGO</b>	<b>National Fish and Wildlife Foundation</b>

