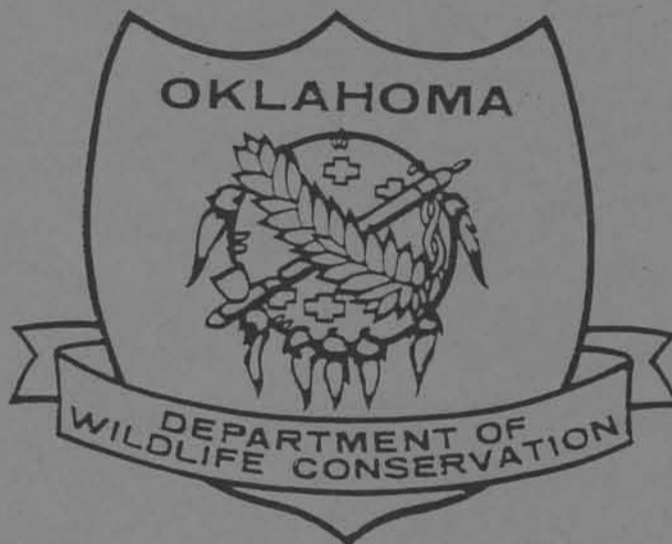


FINAL REPORT  
SECTION 6  
ENDANGERED SPECIES ACT



FEDERAL AID PROJECT E-55

Umbrella Shortgrass High Plains Species' Candidate  
Conservation Agreements in Oklahoma

SEPTEMBER 1, 2001 - AUGUST 31, 2004

## FINAL REPORT

STATE: Oklahoma

GRANT NUMBER: E-55-1

GRANT PROGRAM: Section 6, Candidate Conservation Agreements

GRANT NAME: Umbrella Shortgrass High Plains Species' Candidate Conservation Agreement in Oklahoma

SEGMENT DATES: SEPTEMBER 1, 2001 - AUGUST 31, 2004

### I. OBJECTIVES

- 1) To develop and implement an umbrella black-tailed prairie dog Candidate Conservation Agreement with Assurances within Oklahoma
- 2) To facilitate the coordination of all umbrella and individual Candidate Conservation Agreements for species in the shortgrass High Plains region of Oklahoma during 2001 - 2004.

### II. ABSTRACT

The Oklahoma Department of Wildlife Conservation created and staffed the position of Grasslands Species-at-Risk Coordinator within the Natural Resources Section. This employee, utilizing available information and examples provided through the US Fish and Wildlife Service, along with input from members of the Oklahoma Black-tailed Prairie Dog State Working Group developed a draft Umbrella Candidate Conservation Agreement with Assurances (CCAA) for black-tailed prairie dogs. Various supporting documents were created, as well as regulations modified to support the CCAA. These documents are undergoing departmental and agency review. To enhance the acceptance of the CCAA by private landowners, a state Landowner Incentive Program was developed and is presently being implemented. Initial emphasis is being directed toward the short and mixed grass prairie regions of Oklahoma. Coordinated with federal, state, and local government agencies; and non-government organizations on wildlife habitat conservation efforts that have implications on the success of implementing a umbrella CCAA for black-tailed prairie dogs in Oklahoma.

### III. INTRODUCTION

The black-tailed prairie dog was petitioned in 1998 for listing as a threatened species under the Endangered Species Act (ESA) throughout its range. The U.S. Fish and Wildlife Service (USFWS) published a warranted but precluded finding for the black-tailed prairie dog on February 3, 2000. On March 17, 1999 the 11 state wildlife agencies

within the black-tailed prairie dog's range formed the interstate Black-tailed Prairie Dog Conservation Team (BTPDCT). The BTPDCT produced, in cooperation with private, tribal, federal, and other state agencies, the Interstate Black-tailed Prairie Dog Conservation Agreement in November, 1999. The purpose of the Conservation Agreement is to manage, maintain, and enhance habitat and populations of black-tailed prairie dogs throughout their historic range and to reduce the number of threats impacting their viability through the cooperation of private, tribal, federal, and state landowners. In October, 1999, the Oklahoma Department of Wildlife Conservation (ODWC) convened the Oklahoma Black-tailed Prairie Dog State Working Group to assist in the development of a prairie dog management plan.

In April 2000, the USFWS proposed incorporating the state management plans into state umbrella Candidate Conservation Agreements with Assurances (CCAA) to remove Sufficient threats to the black-tailed prairie dog so as to preclude the need to list the species as threatened or endangered under the ESA. The state umbrella CCAA would facilitate the conservation of the black-tailed prairie dog by providing incentives in the form of regulatory assurances that additional conservation measures would not be required and additional resource restrictions would not be imposed should the black-tailed prairie dog become listed in the future.

The ODWC has worked in coordination with the interstate BTPDCT and the Oklahoma Black-tailed Prairie Dog State Working Group to develop a draft state management plan and a draft Umbrella CCAA for the black-tailed prairie dog using a range wide approach. There are several other shortgrass High Plains species that could benefit from this habitat conservation effort as well. Umbrella CCAAs for the black-tailed prairie dog and other candidate species, that include incentive based private land habitat enhancement and protection programs, should benefit the mountain plover, burrowing owl, lesser prairie chicken, swift fox, Arkansas River shiner, ferruginous hawk, and other sensitive shortgrass wildlife species in the Shortgrass High Plains region. This approach, addressing multiple species needs, magnifies the effect, efficiency, and landowner benefits of investments in prairie dog conservation.

A need for a state-level Grassland Species-at-Risk Coordinator was identified for the purpose of developing and coordinating the various species CCAAs, secure and administer funding for incentives, and the coordination with the various efforts by other agencies and groups working on conservation within the shortgrass High Plains region.

#### **IV. PROCEDURES**

In January, 2002, the ODWC advertized to employ a person to serve as Grassland Species-at-Risk Coordinator for the term of the grant. The job description included the following duties and responsibilities:

1. Coordinate with various shortgrass High Plains species at risk state working groups.
2. Create and write Candidate Conservation Agreements with Assurances, with the initial focus being the black-tailed prairie dog.

3. Develop a wide spectrum of landowner incentives and seek funding sources.
4. Coordinate implementation of black-tailed prairie dog Conservation Agreements.
5. Develop cooperative agreements with public land management agencies to maintain current occupied black-tailed prairie dog acreage and colony sizes on public lands. Investigate the feasibility of conservation easements or agreements, leases, donations, exchanges or acquisitions of properties identified in priority species' focus areas. Develop processes to encourage voluntary maintenance of current occupied black-tailed prairie dog acreage and colony sizes on private lands.
6. Develop a prairie dog translocation protocol for establishing new or re-establishing historic colonies. Identify public lands appropriate for prairie dog reintroduction and/or translocation.
7. Maintain contact with private landowners and land management agencies to document significant prairie dog die-offs that may be the result of sylvatic plague.

## V. RESULTS AND DISCUSSION

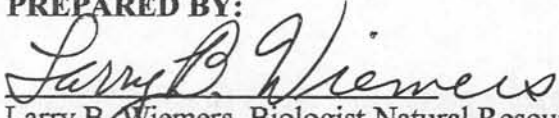
In March, 2002, the ODWC employed a person to serve as Grassland Species-at-Risk Coordinator within the Natural Resources Section of the Oklahoma Department of Wildlife Conservation. This person has reviewed the service's draft CCAA Handbook, and developed a draft Umbrella CCAA for the black-tailed prairie dog in Oklahoma, (**Appendix A**), a draft protocol for the establishment or reintroduction of prairie dogs (**Appendix B**), a draft protocol for surveying and addressing sylvatic plague in black-tailed prairie dogs (**Appendix C**), all of which are undergoing Department and state agency reviews. This person worked with Oklahoma Department of Wildlife Conservation personnel to revise state regulations to enable the expansion of the department's efforts to facilitate wildlife conservation and habitat restoration on private lands with both technical and financial assistance to landowners (**Appendix D**), thus allowing the creation of Oklahoma's Landowner Incentive Program. A Landowner Conservation Agreement for black-tailed prairie dogs (**Appendix E**), and a short & mixed grass prairie Habitat Evaluation Sheet and ranking system have been created and approved for use in the newly created the Oklahoma Landowner Incentive Program (**Appendix F**). Grant funding was successfully requested for the establishment and implementation of the private landowner incentive program (**Appendix G**). Contacts have been made and maintained with USFWS, US Forest Service, Oklahoma Department of Agriculture, Oklahoma Cooperative Extension Service, USDA-NRCS, local county conservation districts, and the High Plains RC&D, as well as non-government organizations such as the Oklahoma Cattlemen's Association, Oklahoma Chapters for Quail Unlimited, National Wild Turkey Federation, Pheasants Forever, Ducks Unlimited, The Nature Conservancy, Oklahoma Wildlife and Prairie Heritage Alliance, and the Society for Range Management. Seven public meetings or workshops were held for private landowners to provide information on managing for prairie dogs and management practices that can reduce the negative impacts that prairie dogs can have on agricultural enterprises.

The products currently in draft form are undergoing agency reviews and should be finalized, and decisions made within the year.

**VI. APPENDIX**

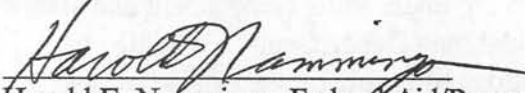
- A. Draft Oklahoma Candidate Conservation Agreement with Assurances
- B. Draft Protocol for Translocation and Establishment of Black-tailed Prairie Dog,
- C. Draft Protocol for Surveying for Sylvatic Plague in Oklahoma prairie dog colonies,
- D. Oklahoma Title 800:25-35 revised to allow expanded private landowner initiatives,
- E. Oklahoma Landowner Incentive Program - Conservation Agreement,
- F. Oklahoma Landowner Incentive Program - Habitat Evaluation Sheet,
- G. Grant proposal for expanding Landowner Incentive Program with FY2004 LIP,
- H. Oklahoma counties within the historic range or the black-tailed prairie dog.

**VII. PREPARED BY:**

  
Larry B. Wiemers, Biologist Natural Resources Section  
Oklahoma Department of Wildlife Conservation

**VIII. DATE:** August 31, 2004

**IX. APPROVED BY:**

  
Harold E. Namminga, Federal Aid/Research Coordinator  
Oklahoma Department of Wildlife Conservation

## Appendix A

## OKLAHOMA

### Umbrella Candidate Conservation Agreement with Assurances

This cooperative agreement, effective and binding on the date of the last signature below, is between the Oklahoma Department of Wildlife Conservation (Cooperator); on behalf of the Non-Federal landowners of Oklahoma, and the U. S. Fish and Wildlife Service (Service);

**Cooperator:** Greg Duffy, Director  
Oklahoma Department of Wildlife Conservation  
1801 N. Lincoln  
Oklahoma City, OK 73105  
405/521-4649  
Greg Duffy, Director

**Service:** Jerry J. Brabander  
Field Supervisor  
222 S. Houston, Ste. A  
Tulsa, OK 74127-8907  
918/581-7458 ext. 224

**This agreement covers the following properties:** Non-federal lands occupied by black-tailed prairie dog (*Cynomys ludovicianus*) within the historic range of the black-tailed prairie dog in the state of Oklahoma, encompassing the counties delineated in Appendix H.

### I. Authority

A. Sections 2,7, and 10 of the Endangered Species Act (Act) of 1973, as amended, allow the U. S. Fish and Wildlife Service to enter into this Agreement. Section 2 of the Act states that encouraging interested parties, through Federal assistance and a system of incentives, to develop and maintain conservation programs is a key to safeguarding the Nation's heritage in fish, wildlife, and plants. Section 7 of the Act requires the Service to review programs that are administered and to utilize such programs in furtherance of the purposes of the Act. By entering into this Agreement, the Service is utilizing the Candidate Conservation Programs to further the conservation of the Nation's fish and wildlife. Section 10(a)(1) of the Act authorizes the issuance of permits to "enhance the survival" of a listed species.

B. Oklahoma Department of Wildlife Conservation (ODWC) is authorized to join with the Service in this agreement by Code from OAS 29 and Title 800

## **II. Purpose**

The purpose of this Agreement is to join with ODWC; on behalf of non-federal landowners within the historic range of the black-tailed prairie dog in Oklahoma, to implement conservation measures for the continued viability of black-tailed prairie dog populations and habitat, which also provides habitat for other associated state species of greatest conservation need. These measures will include, reducing the loss of occupied and potential prairie dog habitat, reducing unregulated shooting, implementation of a sylvatic plague protocol, increasing awareness of existing regulatory mechanisms for the legal control of prairie dogs, and reducing control by poisoning through education and enforcement. Implementation of these measures should increase the total number of black-tailed prairie dog occupied acres in the state of Oklahoma. If similar actions in other states are carried out, the need to list the black-tailed prairie dog under the regulations of the Endangered Species Act should be precluded.

## **III. Conservation Assessment**

### **A. Description**

The black-tailed prairie dog is a diurnal, burrowing rodent, almost 15 inches in length, including a 2-inch tail. It is yellowish buff in color and weighs up to three pounds. The black-tailed prairie dog's range historically included an estimated 400 million acres in the central plains region of North America, including parts of Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming. Their colonies may have covered as much as 100 million acres within that range, at anyone time. Black-tailed prairie dog populations have been reduced by conversion of short and mixed grass prairie to other uses, control efforts to remove them from grazing lands, and the impact of the introduced disease sylvatic plague.

### **B. Ecology and Life History**

Black-tailed prairie dogs live in colonies in habitats with little to no above-ground protective cover and rely on early, group detection of predators. Within colonies, prairie dogs live in extended family groups known as coterie. Each coterie is typically comprised of an adult breeding male, 2-6 adult females and 1-7 yearlings. Females typically remain within their coterie their entire lives. Each coterie has a territory, often ½ to 1 acre in size, within the colony which they defend against other coterie. Neither males nor females become sexually mature until two years of age. Females typically give birth to one litter of young in late March to early May. Litter size varies from one to six with most litters consisting of two to four pups. Communal nursing of young within a coterie is common. Most surviving pups remain within their coterie for their first year. Between the ages of one and two, nearly all males and some females disperse from their coterie. Prairie dogs have been documented dispersing six to ten miles from towns, but most dispersal distances are less than three miles. Most prairie dogs disperse to other established prairie dog towns or to the periphery of their own town. Adult males rarely live more than four years; females may live five or six years with eight being the record.

The number of burrow entrances within a colony is not a good indicator of the number of individual prairie dogs present; not all burrows are occupied at all times and burrows often have multiple entrances. Food resources, predation pressure and prairie dog vs. prairie dog aggression are the primary determinants of prairie dog colony density. Colony density can range from 5 to 25 adults and yearlings per acre, but is commonly 9-12 per acre. Most burrows have only two entrances, though a small percentage may have as many as four to six.

Black-tailed prairie dogs do not hibernate, though in harsh winter weather they may remain underground for several days. Prairie dogs are active strictly during daylight hours. Black-tailed prairie dogs are primarily herbivorous, though insects such as caterpillars, ground beetles and grasshoppers are also eaten. The impact of prairie dogs on specific plants is not well documented and may vary across the Great Plains. They will clip the stems of plants that they do not normally consume to enhance their ability to detect predators. The impact of black-tailed prairie dogs on vegetation is site specific. Prairie dog activity tends to favor short grasses such as buffalo grass and grama grasses that can spread vegetatively.

Black-tailed prairie dogs are an important component of the prairie landscape. Their burrowing and feeding habits create unique plant community characteristics and micro topography that attracts a wide variety of birds and mammals. Black-tailed prairie dog-associated species can be categorized as prey dependent or habitat-dependent, and obligatory or facultative. Although the vast majority of associated species are not dependent upon prairie dogs for their survival (facultative), it has been implied that many species of birds and small mammals occur at higher densities on prairie dog colonies than in adjacent areas without colonies (Miller et al. 1994). The black-footed ferret is the only true obligatory predator of prairie dogs (Knowles 1992). The swift fox and Ferruginous Hawk are considered to be generalized prairie dog predators. Other predators which frequent towns include, Golden Eagle, Northern Harrier, Red-tailed Hawk, badger, coyote, bobcat, red fox, bull snake, and prairie rattlesnake. The burrowing owl is believed to be a prairie dog-habitat dependent species, primarily because of the availability of nest burrows. Burrowing owls, however, do not normally feed on prairie dogs and the geographic range of this species is much greater than that of all prairie dog species combined. In the northern portion of the High Plains, the Mountain Plover has been suggested to be a prairie dog habitat-dependent species. Several other small mammals and birds also frequent prairie dog towns and may be attracted by either the sparse vegetation, burrows or seeds from forbs growing within towns. These include the grasshopper mouse, silky pocket mouse, Horned Lark, and McCown's Longspur, all of which may use prairie dog towns if available but are not dependent upon them.

The black-tailed prairie dog has been described as a keystone species of the shortgrass prairie, suggesting the species influences ecosystem functions through their activities in unique and significant ways (USWFS 1999). If true, then the estimated 99% decline of occupied habitat throughout the Great Plains should have initiated changes in ecosystem structure resulting in a decline of overall species diversity.



## C. Threats to the Species

The threats to the black-tailed prairie dog that were identified in the USFWS's 12-month finding were: the present or threatened destruction, modification, or curtailment of its habitat or range; over-utilization for commercial, recreational, scientific, or educational purposes; disease or predation; inadequacy of existing regulatory mechanisms; and other natural or man-made factors affecting its continued existence.

**1. Habitat Loss:** Population declines related to the loss of habitat across the range are the result of habitat conversion of grassland to farmland, urban areas, or shrub land, and habitat fragmentation. In Oklahoma, over 60% of both the suitable and marginal black-tailed prairie dog habitat was converted to agricultural land decades ago. Of the remaining suitable habitat, 2.7% is currently confirmed occupied by black-tailed prairie dogs, with as much as 5% possibly occupied. Urbanization is not a concern within the prairie dog's range in Oklahoma. Habitat fragmentation is a concern with the increase in center-pivot irrigation crop fields and the large amount of CRP planted to either non-native grasses or native grass species that are taller than the preferred shortgrass species for this region.

The Service's 2002 Candidate Assessment concluded that habitat destruction is not a threat, but that habitat modification remains a moderate threat and habitat reduction a low threat.

**2. Over-utilization/Unregulated Shooting:** Over-utilization refers primarily to shooting. Shooting can impact black-tailed prairie dog colonies in areas where shooting is intense or persistent over the entire year (Vosburgh 1998). In some situations, shooting may contribute to population fragmentation and may prohibit or delay the recovery of colonies reduced by sylvatic plague (Vosburgh 1998). This is not the case in Oklahoma. Prairie dog shooting in Oklahoma is usually done incidental or opportunistic to other types of hunting. Less than 1% of the active hunters in Oklahoma participate in prairie dog shooting. Only half of these hunters considered this activity recreational shooting.

The Service's 2002 Candidate Assessment concluded that the effects due to recreational shooting did not rise to the level of a threat pursuant to the definitions and constraints of the ESA.

**3. Disease/Sylvatic Plague:** Plague is the major disease affecting black-tailed prairie dogs and has the potential to decimate complete colonies or complexes within one season. There is currently no treatment for plague in prairie dogs or a known preventative measure that is effective. Plague is more prevalent and has the greatest effect on black-tailed prairie dog populations in Arizona, Colorado, New Mexico, Montana, Wyoming, and Texas, but is less severe in the Dakotas, Nebraska, Oklahoma, and Kansas (Van Pelt 1999). There is evidence of sylvatic plague in black-tailed prairie dogs from the early to mid-1990s in the panhandle region of Oklahoma. No unexplained prairie dog colony die-offs have been reported in the panhandle area since that time.

The USFWS's 2002 Candidate Assessment concluded that the impacts due

to plague continue to be a moderate threat.

**4. Inadequate Regulatory Mechanisms: Pest Status and Unregulated Poisoning.** Oklahoma was one of two states that did not classify the black-tailed prairie dog as a pest or require eradication under state law at the time the listing petition was filed in 1998. Existing rules and regulations (OAC 800) require that a permit be obtained from the ODWC prior to any control work with the use of poisons, including solid chemicals and gases. The permit is valid for periods up to 90 days, and is restricted for use in those counties that have more than 1000 prairie dogs.

The USFWS's 2002 Candidate Assessment concluded that inadequate regulatory mechanisms continue to constitute a moderate threat, but believes the threat to be non-imminent because the threat is largely a potential threat.

**5. Other Natural or Man-made Factors:** Extensive poisoning was conducted throughout most of the black-tailed prairie dog's range from 1912 to 1972 in order to reduce the perceived forage competition between prairie dogs and domestic livestock. Control by poisoning occurs at a lesser but significant rate today (USFWS 2000). The ODWC currently regulates the use of poison to control black-tailed prairie dogs within the state.

The USFWS's 2002 Candidate Assessment concluded that impacts due to prairie dog chemical control programs are a low-magnitude threat at present, and the threats are non-imminent.

#### **IV. Conservation Measures**

##### **A. Oklahoma Department of Wildlife Conservation:**

**1.** By 2013 Increase in black-tailed prairie dog occupied acres 10% from 2003 baseline to no more than 68,657 occupied acres, concentrating on complex development while maintaining distribution across 80% of the historic range (by county) within the state.

- a. Determine baseline species distribution, occupied acres and existing complex structure as of 2003.
- b. Monitor black-tailed prairie dog occupied acreage every three years, beginning in 2005.

**2.** Establish and implement a Landowner Incentive Program (Exhibit B) to increase the baseline occupied acreage over the next 10 years.

- a. Delineate focus areas for occupied acreage creation.
- b. Contribute to and maintain at least one black-tailed prairie dog complex greater than 5,000 acres in size by 2013.
- c. Maintain at least 10% of the total state occupied acreage in colonies or complexes greater than 1,000 acres by 2013.
- d. Maintain black-tailed prairie dog distribution at 80% of the historic range within the state.

- e. Establish protocols for translocation of prairie dogs to create new or re-establish historic colonies (Exhibit C)
3. Maintain ODWC authority to regulate the use of poisons in the control of black-tailed prairie dogs.
  - a. Maintain current procedures for implementing OAC 800:25-17 (Exhibit D).
  - b. Reevaluate prairie dog control regulations and procedures every three years following completion of population monitoring, beginning in 2005.
4. Maintain ODWC authority to regulate black-tailed prairie dog shooting.
  - a. Maintain current hunting license requirements for shooting prairie dogs.
  - b. Reevaluate shooting, take and season lengths every three years upon completion of population monitoring, beginning in 2005.
  - c. Reevaluate prairie dog shooting license requirements every three years, beginning in 2005.
5. Maintain ODWC authority to regulate the live pet trade of black-tailed prairie dogs.
6. Implement the Plague Protocol developed by the BTPDCT in order to document and react to significant sylvatic plague events (Exhibit E).
7. Provide technical and material assistance to landowners for appropriate management of black-tailed prairie dogs.
  - a. Coordinate with other land management and conservation agencies to provide non-federal landowner technical assistance.
8. Report annually to the Service on black-tailed prairie dog conservation efforts.

**B. Service:**

The U. S. Fish and Wildlife Service agrees to provide technical assistance to the ODWC with permit application development. The Service shall provide funding support for achieving the conservation measures outlined above through grants.

**V. Expected Benefits**

The goal of this agreement is to remove enough threats to the black-tailed prairie dog in Oklahoma so that long-term conservation of the species is assured. Implementation of the conservation measures outlined in this agreement, addresses the threats to the black-tailed prairie dog that were identified in the U. S. Fish and Wildlife Service's 12-month finding. Existing black-tailed prairie dog occupied acreage will be increased 10% between 2002 and 2013, concentrating on complex development while maintaining distributions across 80% of the historic range by county. Existing and future occupied acres will be managed to contribute to at least one 5,000 acre complex and to incorporate 10% of occupied acres into complexes of 1000

acres or greater.

The Service has determined that the benefits of the specific conservation measures described in this Agreement, when combined with those benefits that would be achieved if it is assumed that the conservation measures were also to be implemented on other necessary properties, would preclude or remove the need to list the black-tailed prairie dog. "Other necessary properties" are the 10 other states in which similar conservation measures would have to be implemented in order to preclude or remove any need to list the black-tailed prairie dog.

## **VI. Assurances Provided**

Through this Agreement, the Service will provide non-federal landowners in Oklahoma, with acres occupied by black-tailed prairie dog assurances that no additional conservation measures; nor additional land, water, or resource use restrictions, beyond those voluntarily agreed to and described in the "Conservation Measures" section of this Agreement, will be required, should the black-tailed prairie dog become listed in the future. These assurances will be authorized with the issuance of an enhancement of survival permit under section 10(a)(1)(A) of the Endangered Species Act. The application for the enhancement of survival permit is included as Exhibit F to this agreement.

In the event that the black-tailed prairie dog is listed, non-federal landowners covered by this umbrella Agreement may incidentally take black-tailed prairie dogs while conducting otherwise legal agricultural practices. Situations that may cause the incidental take of black-tailed prairie dogs on lands not enrolled in the state's Landowner Incentive Program for black-tailed prairie dogs, may include, but would not be limited to, prescribed fire, mowing of hay fields, fencing, irrigation, planting and harvesting of crops or forage, feeding and grazing of livestock, and the storage of agricultural production. Landowners may control prairie dogs within 100 feet of property boundaries enrolled in the Landowner Incentive Program to prevent egress of and/or occupation of crop lands, improved pasture lands, farmstead lands, or any other lands that are not enrolled as native short or mixed grass rangeland prairie dog habitat or onto adjacent lands

The Service has determined that this level of take is consistent with the overall goal of precluding the need to list the species, if it is assumed that the conservation measures were also to be implemented on other necessary properties.

## **VII. Assurances Provided in Case of Changed or Unforeseen Circumstances**

The assurances listed below apply to non-federal landowners covered under the enhancement of survival permit associated with this umbrella Candidate Conservation Agreement with Assurances. The assurances apply only with respect to the black-tailed prairie dog.

**A. Changed circumstances provided for in the Agreement.** As long as the number of occupied acres within the state of Oklahoma does not decrease below the 2003 baseline, as determined by monitoring every three years, no new additional conservation and/or mitigation will be required to respond to changed circumstances. If the number of occupied acres within the state decreases below the 2003 baseline as a result of disease outbreaks and other natural causes, additional conservation measures may be required to adaptively manage the population and bring the number of occupied acres back to the

2003 baseline level at a minimum. These may include changes to shooting or control regulations.

**B. Changed circumstances not provided in the Agreement.** If the number of occupied acres within the state decreases below the 2002 baseline as a result of man-made factors, such as unregulated poisoning or habitat destruction, additional conservation measures will be required to adaptively manage the population and bring the number of occupied acres back to the 2002 baseline level at a minimum. These will include modifications in shooting and control regulations.

**C. Unforeseen circumstances.**

1. In the event of the loss of black-tailed prairie dog occupied acres as the result of unforeseen circumstances, the Service will not require the commitment of additional land, water, or financial compensation or additional restrictions on the use of land, water, or other natural resources beyond the level otherwise agreed upon by this Agreement without consent of the ODWC.

2. If additional conservation and/or mitigation measures are deemed necessary to respond to unforeseen circumstances, the Service may require additional measures of the ODWC. Such measures will be limited to modifications to the Agreement's Conservation Measures (Section IV), while maintaining the original terms of the Agreement to the maximum extent possible. Additional conservation and/or mitigation measures will not involve the commitment of additional use of land, water, or financial resources compensation, or additional restrictions on the use of land, water, or other natural resources otherwise available for development or use under the original terms of the Agreement without the consent of the ODWC.

3. The Service will have the burden of demonstrating that unforeseen circumstances exist, using the best scientific and commercial data available. These findings must be clearly documented and based upon reliable technical information regarding the status and habitat requirements of the affected species. The Director will consider, but not be limited to, the following factors:

- (a) Size of current range of the affected species;
- (b) Percentage of range adversely affected by the Agreement;
- (c) Percentage of range conserved by the Agreement;
- (d) Ecological significance of that portion of the range affected by the Agreement;
- (e) Level of knowledge about the affected species and the degree of specificity of the species' conservation program under the Agreement; and
- (f) Whether failure to adopt additional conservation measures would appreciably reduce the likelihood of survival and recovery of the affected species in the wild.

## **VIII. Respective Responsibilities of the Parties**

In addition to the specific tasks and contributions to this effort as identified in the Conservation Measures, the parties further agree as follows:

### **A. The Service**

1. Does not assume jurisdiction over non-federal properties within the State of Oklahoma by this agreement. The Service assumes no liability for damage except that resulting from its own negligence.
2. Will not be held liable in any way to restore non-federal properties to their prior conditions upon termination or expiration of this agreement.
3. Agrees to provide technical advice and assistance in obtaining permits that may be required for non-federal landowners and/or Cooperator to fulfill the terms of this agreement.

### **B. Oklahoma Department of Wildlife Conservation**

1. Will provide technical and material assistance to participating land owners in the implementation of conservation measures, and in obtaining permits that may be required to fulfill the terms of this agreement.
2. Does not assume jurisdiction over the premises by this agreement and assumes no liability for damage except that resulting from its own negligence.
3. Will not be held liable in any way to restore the property to its prior conditions upon termination or expiration of this agreement.

## **IX. Monitoring**

Oklahoma Department of Wildlife Conservation will monitor changes in occupied acreage and distribution of black-tailed prairie dog by county and throughout the historic range in Oklahoma every three years, beginning in 2005. Collate and report information on location and amount of shooting to gauge impacts of this activity on black-tailed prairie dog populations. Implement monitoring and reporting system for the occurrence of sylvatic plague outbreaks through contacts with private landowners, county game wardens, staff of other natural resource and conservation agencies, and county health departments.

## **X. Terms of this Agreement**

- A. This agreement shall be in effect for 10 years beginning on the date of the last signature below, unless terminated earlier in accordance with the Termination Provisions, as set forth below.
- B. The work identified in the Conservation Measures (Section IV) will be completed by

the specified time as set forth in the plan. If this work cannot be completed by the date specified, a request for extension must be received by the Service Project Officer 30 days prior to the established completion date. If extension is approved, an amendment to the agreement will be issued by the Service Contracting Officer.

C. At the end of the agreement's term, the wildlife habitat developments become the property of landowner.

D. No obligation to any of the parties of this agreement shall be in effect after the term of this agreement has expired, unless a continuation of this agreement is requested and mutually agreed upon by both parties.

**XI. Termination Provisions:**

This agreement may be terminated by either party upon 30 days' advance written notice to the other party.

**IN WITNESS HEREOF**, the parties hereto have caused this umbrella Candidate Conservation Agreement with Assurances to be executed as of the date of the last signature below.

\_\_\_\_\_  
Director or Authorized Representative, ODWC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Geographic Manager Oklahoma  
U.S. Fish and Wildlife Services, Region 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer, FWS Warrant Number  
U.S. Fish and Wildlife Service, Region 2

\_\_\_\_\_  
Date

**TRANSLOCATION & ESTABLISHMENT  
PROTOCOL  
BLACK-TAILED PRAIRIE DOG**

**Oklahoma Department of Wildlife Conservation**

1. All persons engaged in trapping black-tailed prairie dogs must have a valid Oklahoma hunting license.
2. The Oklahoma Department of Wildlife Conservation shall be notified at least five working days prior to trapping of prairie dogs. Information as to name of trapper, location of prairie dog colony to be trapped, and location where re-establishment is to occur must be provided to the Department prior to trapping.
3. Prairie dogs within the sylvatic plague zone of Oklahoma, encompassing the three Panhandle counties of **Cimarron**, **Texas**, and **Beaver** may not be used for relocation.
4. Re-establishment of black-tailed prairie dog will be encouraged only within the species historic range in Oklahoma. The historic range encompasses all or part of the following counties:

Cimarron	Texas	Beaver	Harper	Woods	Love
Ellis	Woodward	Dewey	Tillman	Grady	Payne
Garvin	Garfield	Harmon	Jackson	Greer	Oklahoma
Kay	Carter	Logan	Jefferson	Marshall	Beckham
Kingfisher	Kiowa	McClain	Noble	Major	Cotton
Alfalfa	Custer	Grant	Canadian	Comanche	Caddo
Stephens	Washita	Cleveland	Blaine	Roger Mills	

5. Prairie dogs may not be captured for the pet trade, either interstate or intrastate markets.
6. Negligent care of prairie dogs during capture, transporting, or during the release at establishment site will not be acceptable.
7. Prairie dogs may be captured by the following methods: Vacuum truck, flooding of burrows, or live trap.
8. The following procedures shall be used in the capture, transportation, and release of black-tailed prairie dogs in Oklahoma.
  - a. The prairie dog release site shall be either a current prairie dog town or an appropriately prepared release site. Suitable release sites should contain predominantly short grass species or have the short grass aspect due to mowing, over grazing, or burning. The sites should be well drained uplands (hill crests and slopes) of sandy loam or clay soils. Fine, sandy soils do not provide adequate burrow sites. The release site should be the preferred habitat in the vicinity, otherwise prairie dogs will leave to reside at a more favored spot.



**b.** The establishment site should be closely mowed and release cages constructed. Slanting holes six inches in diameter and 36 inches deep should be dug to serve as starter burrows. A second hole, four inches in diameter and 36 inches in depth should be dug. Start the second hole 5 to 6 inches inside the first hole, slanting it in a different direction than the first hole. Clean out the loose soil from both holes. A six inch diameter piece of stove pipe, five inches in length should be inserted at the mouth of the starter burrow to reduce the incidence of early escape. Release cages should be centered over each hole and secured in such a fashion to prevent access by predators.

**c.** Captured prairie dogs should be treated with an insecticide dust registered for the control of fleas prior to placement in release cages. Handlers of prairie dogs should wear heavy leather gloves to reduce chances of being bitten.

**d.** The recommended time period for translocation of prairie dogs for establishment is from the middle of June to the middle of August. Release cages should be constructed in such a way as to protect prairie dogs from predators and allow prairie dogs to enter previously prepared starter burrow at bottom of cage. Food, such as rabbit pellets or fresh carrots, and water should be provided at least daily until the animals dig out.

**e.** Landowner shall take all reasonable precautions to prevent animal loss to predators, such as dogs, coyotes, badgers, and birds of prey.

**f.** Those persons wishing to translocate and establish black-tailed prairie dogs must meet all regulations established by the US Food and Drug Administration and the Centers for Disease Control relating to the prevention of the spread of the Monkey Pox virus.

**9.** The ODWC may provide technical assistance on subjects relating to prairie dog relocation and establishment to private landowners and conservation organizations upon request.

## Appendix C

# SYLVATIC PLAGUE MONITORING PROTOCOL of BLACK-TAILED PRAIRIE DOG COLONIES

## Oklahoma Department of Wildlife Conservation

### Actions by the Oklahoma Department of wildlife Conservation

1. The Oklahoma Department of Wildlife Conservation (ODWC) will conduct public information programs to inform landowners, hunters, and other members of the public concerning the need to notify the ODWC or County Health Department of die-offs of prairie dogs.
2. ODWC will, in cooperation with Oklahoma Department of Health officials inform the Oklahoma Department of Agriculture (ODA), USDA-Wildlife Services, Natural Resource Conservation Service (NRCS), veterinarians, and local government personnel that deal with animal control, or have regular contact with landowners and the public, of the need for reporting die-offs.
3. ODWC will, in cooperation with Oklahoma Department of Health officials assist in providing information and training for the Oklahoma Department of Agriculture (ODA), USDA-Wildlife Services, Natural Resource Conservation Service (NRCS), veterinarians, and local government personnel that deal with animal control, on the protocols for the collection of dead prairie dogs, packaging, and record keeping.

The ODWC will use laboratory services from either the Center for Disease Control and Prevention (CDC), Wyoming State Veterinary Laboratory, or Oklahoma State University Veterinary Diagnostic Laboratory for the examination of prairie dog carcasses for disease detection. In addition to testing for plague, specimens will be tested for tularemia, pasteurellosis, undetected poisoning, drowning, and predator kill.
4. ODWC will develop a series of windshield survey routes to be conducted annually by department personnel or by other state or county agency personnel in each county where prairie dogs occur, during March and April. Windshield surveys will follow CDC protocol (Appendix 1). Significant decline in any colony or complex will be reported to the Department's Natural Resources Section.
5. If in the event, a windshield survey route reports a potential die-off of prairie dogs (Appendix 2), the ODWC will:

A. Make inquiries to determine whether or not the colony was poisoned, and whether mortalities were due to heavy shooting.

B. If neither shooting nor poisoning occurred, the colony or complex will be searched for prairie dog carcasses as soon as possible after discovery of the population decline. Carcasses will be handled in the field according to protocol (Appendix 2).

C. In the event that carcasses cannot be found, and the disappearance of prairie dogs is verified as recent, burrow swabbing will be conducted to collect fleas according to CDC protocol (Appendix 3).

6. If plague is verified, ODWC, in cooperation with Oklahoma Department of Health officials and the CDC, will immediately notify the following: landowners and department personnel in the affected area, the Oklahoma Department of Agriculture (ODA), USDA-Wildlife Services, Natural Resource Conservation Service (NRCS), veterinarians, and local government personnel that deal with animal control, and the general public through local media sources.

7. Post-plague monitoring of prairie dog colonies will be conducted annually during March and April to document the rate of re-colonization and verify occupied acreage. Monitoring of colony will continue until visual surveys indicate prairie dog colony has recovered.

8. ODWC Natural Resources Section biologists, will evaluate the impact of the epizootic as it affects the acreage and distribution objectives. Based on the group's findings, ODWC will determine whether or not there will be a need exists to modify prairie dog management in the plague area, and potentially elsewhere in the state.

**Oklahoma Sylvatic Plague Monitoring Protocol**  
**Appendix 1**

**Centers for Disease Control**  
**Procedure for Visual Evaluation of Prairie Dog Colonies for**  
**Plague in the Southwestern United States**

Citation: Enscoe, R. personal communication. Undated. Centers for Disease Control and Prevention, NCID, Division of Vector Borne Infectious Disease, Plague Section, Fort Collins, Colorado. 3pp.

**A. HEALTH COLONY**

**OBSERVATION:** The vast majority of burrows show signs of recent use, unless it has rained within the past 24 hours - in which case the colony should be re-examined following a period of at least 24 hours without precipitation. Active prairie dogs are observed during periods of acceptable weather conditions. Only a relatively few (<10%) burrow openings appear inactive (lack of disturbed dirt, presence of cobwebs or wind-blown vegetation over the entrance). An occasional carcass or dried bones may be present as a result of non-plague death or predation.

**EVALUATION:** Unless recently (days) introduced, plague is not likely to be present. Fleas are not likely to test positive.

**SAMPLE RECOMMENDATIONS:** No samples recommended.

**B. DEAD COLONY**

**OBSERVATION:** The colony appears completely inactive. Burrows show no signs of recent use (re-examine if it has rained within 24 hours). An occasional desiccated carcass and bones may be present, and have likely been scavenged.

**EVALUATION:** 1) Make inquiries to determine if the colony was poisoned. This is especially likely if it appears that dirt was shoveled into the burrows. If there is no evidence of poisoning and the food supply appears ample: 2) it is likely that plague or some other zoonotic disease killed the colony. An experienced observer can usually make an estimate (recently, 1 season or 2 seasons) on how long the colony has been inactive by considering the soil type and degree of burrow degeneration.

**SAMPLE RECOMMENDATIONS:** Sample only if there is no evidence of poisoning. A recent (same season) die-off might produce many fleas through burrow swabbing. Older die-offs will likely produce few or no fleas. Typically, many burrows (dozens or even hundreds) may be swabbed with only a few producing fleas. If burrowing owls are using the inactive burrows, small black stick-tight fleas may be present in large numbers (in contrast to the larger, reddish-brown prairie dog fleas). Fresh or desiccated prairie dog carcasses may also be collected for analysis.

### **C. SCATTER PATTERN:**

**OBSERVATION:** Inactive burrows constitute an unusually high (typically 20-90%) percentage of the total burrows. Active burrows however are clearly evident and active prairie dogs are observed during periods of acceptable weather. Active and inactive burrows are scattered amongst each other in no particular pattern, keeping in mind that family units may have multiple burrow openings and hence an inactive unit may produce a small cluster of 2-5 inactive burrow openings. An occasional carcass (fresh or desiccated) and bones may be present.

**EVALUATION:** Several scenarios could account for these observation - and more than one scenario may be at play at the same place and time.

Presented in order of likelihood: 1) Make inquiries to determine if the colony was poisoned. This is especially likely if it appears that dirt was shoveled into the burrows. This scatter pattern could be produced if the application of poison was scattered and not comprehensive, 2) If there is no evidence of poisoning, assess the available food supply. Such a pattern of death could also be attributable to a population crash as a result of lost carrying capacity of the site or over-population, 3) If there is no evidence of poisoning or population crash, hunting by humans or excessive predation by carnivores or birds of prey are highly likely. Human hunting usually produces physical evidence such as footprints, tire tracks and spent ammunition shells. Depending upon the local culture, human hunters may collect their prey (many Native American groups regard prairie dogs as a delicacy) or leave it for scavengers. Experienced observers can often spot carnivore tracks and recognize hunting and attack patterns in these tracks near burrow entrances, 4) Finally, a zoonotic disease could be responsible, but given this mortality pattern, a disease with a lower mortality rate than plague is more likely.

**SAMPLE RECOMMENDATIONS:** If there is no evidence of poisoning, population crash, or excessive human hunting: collect fleas by swabbing burrows - especially inactive burrows - and collect fresh or desiccated prairie dog carcasses if available.

### **D. DEAD ZONE:**

**OBSERVATION:** Within an otherwise healthy appearing colony, there is a dead zone of inactive burrows. This zone may encompass a relatively small or large proportion of the colony, and may be located anywhere in the colony. Eventually it spreads to encompass a section of the colony and appears to be spreading, along a discernable line of demarcation over the remaining section of the colony. Experienced observers can often clearly distinguish and mark (flagging tape) this demarcation line between active and inactive regions. Marking allows for periodic re-examination to assess the rate of spread and facilitates sampling. Fresh or desiccated carcasses may be present. Near the demarcation line, recently inactive burrows may reveal the odor of decaying carcasses and flies may be common at burrow entrances.

**EVALUATION:** 1) There is a high probability that plague is active in such a colony. Although other zoonotic diseases are possible, plague is most likely. 2) Depending upon the location of the dead zone with respect to other human activity (homes, barns, etc.) poisoning is also a possibility and should be investigated.

**SAMPLE RECOMMENDATIONS:** Collect fleas by swabbing burrows immediately along both sides of the demarcation line, concentrating a majority of your efforts immediately along (within

10 meters) the inactive (dead) side of line. Fleas are likely to be numerous. You may wish to apply extra insect repellent but be extremely cautious not to directly or indirectly get repellent on your burrow swab! (If this happens: discard it, wash your hands, and start with a new one). If others in a group are getting fleas and you are not, and you are swabbing essentially the same area, you likely have repellent on your swab. Collect any available rodent carcasses (fresh or desiccated, prairie dog or other rodent) for testing.

Additional notes: Include GPS coordinates for all samples. Specify type of inactivity pattern.

Activity patterns are typical for warm months. Winter examinations are more difficult due to decreased daily activity among even healthy animals.

**Oklahoma Sylvatic Plague Monitoring Protocol  
Appendix 2**

**Field Procedures for Collecting and Handling Carcasses as  
Diagnostic Specimens**

1. Search prairie dog colonies systematically using walking or 4-wheeler transects spaced at 50 meters.
2. When a carcass is discovered, ascertain if possible, whether or not the animal was shot. If mortality by shooting is confirmed there is no need to collect specimen.
3. Before you collect a carcass, prepare a tag with the following information: species, date, location ( both legal description and UTM is recommended), name of collector, agency or affiliation of collector, telephone number and address of collector, brief description of circumstances for collection.
4. When collecting a carcass, the collector should wear leather gloves or latex gloves, and a long sleeved shirt or jacket that is tight at the wrist, to ward off fleas.
5. Invert a one-gallon plastic zip-loc freezer bag over your hand, grasp the carcass in your hand, quickly fold bag over carcass, roll the bag on the ground, away from your body, to expel the air, and seal the zip-loc,
6. Immediately place in a second zip-loc bag, put in tag, roll and seal the second bag.
7. As soon as possible after collection, freeze the specimen.
8. Sample size:
  - 1) If specimens are from a single sample area (one prairie dog colony or area) collect as many specimens as is practical up to 15, but initially ship only the freshest five specimens to the diagnostic lab.
  - 2) Freeze the additional specimens that were collected, up to ten, save for further testing needs, depending upon the results from the testing of the first five specimens. Keep the samples until notified by the lab that the results were obtained from the first five samples and that the additional specimens will not be needed.
9. Ship the frozen specimens to the designated lab.

(DO NOT USE UPS). U.S. Postal Service or FEDEX can ship carcasses that are sealed in plastic bags and a cardboard box. Their regulations require:

  - a) Carcasses must be individually labeled and bagged in water tight bags (minimum triple bag in zip-locks),

- b) Placement of absorbent packing material around the carcass (crumpled newspaper, etc.),
- c) Use of approved laboratory shippers or hard-sided containers, adequately taped close,
- d) Marking of the container with "Biomedical Material" label (for U.S. Postal Service) or shipped as hazardous material by Federal Express (requires a special form and should be labeled as Diagnostic Biomedical Material on the form. Labels and forms may be obtained from the U.S. Postal Service or Federal Express.
- e) Carcasses should be frozen or packed with frozen ice packs (no wet ice).

**10. Cost:** WSVL cost for testing for plague, tularemia, pasteurellosis, undetected poisoning, and predator kill is a maximum of \$60.00 per specimen. CDC testing is free, but the FT. Collins laboratory has limited capacity and can handle no more than 50 specimens per year.

**11. Contact before shipping:**

Dr. Beth Williams  
Wyoming State Veterinary Lab  
1174 Snowy Range Road  
Laramie, WY 82070  
307 742-6638

or

(Shipment by U.S. Postal Service)  
CDC/Bacterial Zoonoses Branch  
c/o Mr. Leon Carter  
P.O. Box 2087  
Ft. Collins, CO 80522

(Shipment by FEDEX)  
CDC/Bacterial Zoonoses Branch  
c/o Mr. Leon Carter  
Rampart Road (CSU Foothills Campus)  
Fort Collins, CO 80521



**Oklahoma Sylvatic Plague Monitoring Protocol**  
**Appendix 3**

**Centers for Disease Control**  
**Procedure for Flagging (Swabbing) Rodent Burrows**

Citation: Gage, K., Personnel Communication. Undated. Centers for Disease Control, Ft. Collins, CO. 3pp.

**Leon Carter: 970 221-6444** (Biologist, Diagnostic and Reference Section - Responsible for handling specimens and doing much of the plague-associated laboratory work at CDC.)

**Ken Gage: 970 221-6450** (Plague Section Chief - Responsible for CDC's plague surveillance and control program. Trained as medical entomologist/zoologist)

**Rusty Ensore:** (Environmental Health Specialist IV, Plague Section-Registered Sanitarian)

**John Montenieri: 970 221-6457** (Biological Technician, Plague Section - GIS Specialist)

Some important flea vectors of plague infest rodent species that live in burrows. Although these fleas usually can be found in abundance on live hosts, they also can be collected by a procedure known as burrow flagging or burrow swabbing.

**This procedure requires:**

- 1) **Burrow swabbing device** consisting of a flexible cable, wire, or strong rubber hose with spring-loaded clip attached to the end. We prefer a steel plumber's snake that has an alligator clip screwed on the end as a means of attaching the flag. A simple burrow swab can be made by attaching a flag to the end of a piece of wire (about the thickness of a coat hanger), but this primitive swab allows only the top two or three feet of a burrow to be swabbed and will miss some fleas. Despite the shortcomings of the latter technique, it can be useful when die-offs are encountered unexpectedly and more sophisticated means of swabbing fleas are not available.
- 2) **Flags** consist of white flannel cloth squares (approx. 10 inches by 10 inches). We prefer white flannel because it is easier to see the fleas on white cloth than on cloths or other colors. Flannel is better than most other cloths because of its deep nap, which increases the likelihood that fleas will continue to cling to the cloth flag after it is removed from the burrow.
- 3) **Plastic bags** (approx. 8-15 inches)(Zip-loc type is best)
- 4) **Insect repellent (DEET)** to spray on clothes and exposed skin on arms, legs, etc. Although this is recommended for safety reasons, care must be taken not to apply repellent to hands because the repellent is likely to transfer to the flagging material, thus preventing fleas from jumping onto flag. Note: Clothing also can be treated with permethrin-containing sprays but these sprays should not be applied directly to the skin.

**Procedure:**

1. Attach a flag to the clip on the end of the burrow swab.
2. Force the flag as far as possible down the burrow. The fleas confuse the flag with their normal host and cling to it as it passes through the burrow.
3. Slowly withdraw the flag from the burrow after approximately 30 seconds.
4. Quickly place the flag in a plastic bag.
5. Seal the bag to prevent the fleas from escaping.

6. Keep track of the number of burrows swabbed so that a burrow index can be calculated.

**Burrow index = no. fleas collected/no. burrows sampled** - this value often increases dramatically during die-offs among prairie dogs or other ground squirrel species

7. Place another flag on the swab and repeat steps 1-6 for each burrow.

8. Transport flags to laboratory in plastic bags. Keep the bags in a reasonably cool place to prevent dessication of the flea samples (*Yersinia pestis* is very susceptible to death by dessication) or death of the plague bacilli due to excessive heat (remember pickup hoods can get very hot in direct sunlight).

9. Place bags in freezer overnight to kill the fleas.

10. Place the flags and loose contents of the plastic bags in a white enamel pan. Fleas may be picked from the flags and the bottom of the pan with forceps.

11. Place fleas in vials containing 2% saline and a very small amount of Tween-80 detergent (<0.0001% of solution). Remember the detergent is added to reduce surface tension and allow the fleas to sink to the bottom of the vial. Too much detergent will kill the plague bacteria and prevent successful isolation. Fleas can be submitted in 2% saline without Tween-80, but an effort should be made to submerge fleas. If fleas have been killed by freezing, this should not be a problem. Although not recommended for routine collecting, some investigators occasionally remove live fleas directly from the flags and place them in vials of saline. Live fleas placed in saline containing the Tween-80 detergent will be unable to float on the surface of the liquid, thus ensuring that they will drown soon after being placed in the saline. Without the detergent, surface tension can become a problem because the numerous bristles and setae found on fleas enable them to remain afloat on the surface of saline. This can be a potential safety problem because floating fleas often survive shipment and arrive at the laboratory ready to jump onto lab personnel. Rapid freezing of the fleas obviously eliminates this problem, but adding Tween-80 to the saline also reduces the growth of fungi on flea samples. Dead fleas trapped in the surface tension at the air-saline interface rapidly become overgrown with fungi making identifications more difficult.

12. Vials containing 2% saline and fleas can be shipped to CDC for taxonomic identification and analysis of the fleas for *Yersinia pestis* infection. The fleas can be shipped at ambient temperature in the vials of 2% saline. For best results, ship the specimens as soon as possible because the fleas will start to decay soon after collection. Be sure and double wrap the vials in a leak-proof material and then place them in a crush-proof box or metal mailing tube for shipment to CDC.

13. CDC Address: (Shipment by U.S. Postal Service)  
CDC/Bacterial Zoonoses Branch  
c/o Mr. Leon Carter  
P.O. Box 2087  
Ft. Collins, CO 80522

(Shipment by FEDEX)  
CDC/Bacterial Zoonoses Branch  
c/o Mr. Leon Carter  
Rampart Road (CSU Foothills Campus)  
Fort Collins, CO 80521

## Appendix D

### SUBCHAPTER 35. PRIVATE LANDS FISH AND WILDLIFE HABITAT CONSERVATION AND IMPROVEMENT PROGRAMS

#### 800:25-35-1. Purpose

This Subchapter establishes private lands fish and wildlife habitat conservation and improvement programs to further the maintenance, protection, enhancement, and restoration of fish and wildlife habitats and associated species on private lands by providing funds to be made available to qualifying participants to complete fish and/or wildlife habitat conservation and improvement projects on private lands. The financial responsibilities of all participants will be dependent on the guidelines of the individual program as adopted by the Wildlife Conservation Commission.

#### 800:25-35-2. Incentives

- (a) **Financial assistance.** The Department may provide financial assistance to qualifying participants.
- (b) **Technical assistance.** The Department and other partnering agencies may provide technical assistance to qualifying participants to assist with the maintenance, protection, enhancement, and restoration of fish and wildlife habitats and associated wildlife species of concern or interest.
- (c) **Personnel, Equipment, Material, and Supplies Assistance.** The Department may provide personnel, equipment, materials, and/or supplies to qualifying participants for the maintenance, protection, enhancement, and restoration of fish and wildlife habitats and associated wildlife species of concern or interest.
- (d) **Educational assistance.** The Department and other partnering agencies may provide educational assistance to participants on habitat and species conservation programs.
- (e) **Qualifying participants.** A qualifying participant's labor, use of equipment, materials and/or supplies may be considered as part or all of qualifying participant's contribution to the project.

#### 800:25-35-3. Approved projects and conservation improvement contract requirements

##### (a) The following projects may be approved for Private Lands Fish and Wildlife Habitat Conservation and Improvement Programs

- (1) Aquatic Habitat maintenance, protection, enhancement, or restoration,
- (2) Riparian Habitat maintenance, protection, enhancement, or restoration
- (3) Upland Habitat maintenance, protection, enhancement, or restoration
- (4) Wetland Habitat maintenance, protection, enhancement, or restoration
- (5) Forest Habitat maintenance, protection, enhancement, or restoration,
- (6) Any other project which is deemed appropriate by the Department.

##### (b) Conservation improvement contract requirements

- (1) Qualifying participant shall be the owner of record or lessee with both authority and operational control over the lands proposed for a conservation improvement contract for the term of the contract.
- (2) Qualifying participant agrees to comply with all provisions of the conservation improvement contract.
- (3) All conservation improvement contracts and financial records shall be retained by the qualifying participant and made available for audit to state and/or federal government personnel upon request.
- (4) The Department shall have the right to amend, modify, terminate, revoke or supplement the conservation improvement contract.
- (5) All conservation improvement contracts shall provide a public purpose.

#### 800:25-35-4. Application

- (a) **Application.** A person or entity may contact the Oklahoma Department of Wildlife Conservation for information regarding Private Lands Fish and Wildlife Habitat Conservation and Improvement Programs.
- (b) **Program participation.** The procedures for participating in any particular conservation improvement program will be explained and written information describing the program and an application will be provided to interested parties.
- (c) **Awarding of available funds.** Available funds may be obligated to approved qualified participants in order of ranking based on criteria established and approved for each particular conservation improvement program. In the event funds are exhausted prior to meeting all approved qualified participant requests, a list of unfunded qualified

participants may be maintained, and if additional funds are made available, the next ranking qualifying participant may be funded.

(d) **Application review.** Upon receipt of the completed application, an authorized Department representative will assign a file number and forward the application to the appropriate Division. The authorized Department representative assigned to evaluate the proposal may determine from the application if the applicants objectives fulfill program requirements.

(e) **On site evaluation.** If appropriate, an authorized Department representative will meet with the applicant on site. The authorized Department representative will evaluate the proposed activity or plan, and assist the applicant in completing the appropriate Private Lands Fish and Wildlife Habitat Conservation and Improvement program application.

(f) **Failure to meet program requirements.** If the applicants objectives do not fulfill program requirements, the applicant will be advised. The applicant may modify and resubmit the application for consideration.

**800:25-35-5. Contract review and approval**

(a) **Project submission.** The applicant shall submit the completed application and proposed conservation improvement contract to the Department.

(b) **Review committee.** A review committee shall be appointed by the appropriate Division Chief or Section Head. The committee shall review each application and proposed conservation improvement contract proposal. The committee may revise, amend, and/or modify proposed conservation improvement contract.

(c) **Contract approval and awarding of contract.** The committee recommended conservation improvement contract shall be forwarded to the appropriate Division Chief or Section Head for review. The appropriate Division Chief or Section Head will authorize the final awarding of contract.

**800:25-35-6. Reimbursement or Incentive Payment**

Reimbursement or incentive payment made to qualified participant is accomplished by completion of the reimbursement form, completed by the qualified participant at time of project completion as verified by an authorized Department representative. This form itemizes cost of each activity as approved in fish and wildlife habitat conservation and improvement program contract and lists total expense incurred or incentive payment as specified in conservation improvement contract.

**800:25-35-7. Contract [REVOKED]**

**800:25-35-8. Reimbursement [REVOKED]**

**Appendix E**

**OKLAHOMA PRIVATE LANDS FISH AND WILDLIFE HABITAT  
CONSERVATION AND IMPROVEMENT PROGRAM**

**Short & Mixed Grass Prairie - Private Lands Conservation Agreement**

**Authority**

This agreement is authorized by 29 O.S. Sec. 3-312 and Title 800:25-35 of the administrative rules and regulations for the Oklahoma Department of Wildlife Conservation.

**Purpose**

The purpose of this agreement is to further the maintenance, protection, enhancement, and restoration of short and mixed grass prairie habitats and their associated wildlife species on private lands in Oklahoma through financial, technical, material, and educational assistance provided by the Oklahoma Department of Wildlife Conservation ("ODWC") and other partnering agencies to qualifying private landowners of Oklahoma. This Agreement provides a public purpose in that the intent is to maintain, protect, enhance, and/or restore conservation resources of the State of Oklahoma.

**Parties**

This Oklahoma Private Lands Conservation Agreement is entered into between:  
\_\_\_\_\_ (hereinafter "Landowner") and the Oklahoma Department of Wildlife Conservation (hereinafter "ODWC").

**Nonassignable**

Transfer of control or ownership of the subject land during the term of the agreement will not obligate ODWC to continue its obligations under this agreement to the transferee, unless the transferee agrees to assume the agreement and the Department agrees to continue its obligations under the agreement.

**Target Species at-risk** for this agreement is \_\_\_\_\_.

**Location and Descriptions of Existing Conditions ( From Habitat Evaluation Sheet )**

Total habitat acres occupied by target species \_\_\_\_\_

Total acres of habitat for expansion by target species \_\_\_\_\_

Legal description of field 1: \_\_\_\_\_ Section, Range \_\_\_\_\_, Township \_\_\_\_\_,  
\_\_\_\_\_ County of Oklahoma.

Description of Existing Habitat \_\_\_\_\_  
\_\_\_\_\_

Legal description of field 2: \_\_\_\_\_ Section, Range \_\_\_\_\_, Township \_\_\_\_\_, of  
\_\_\_\_\_ County of Oklahoma.

Description of Existing Habitat \_\_\_\_\_  
\_\_\_\_\_

Legal description of field 3: \_\_\_\_\_ Section, Range \_\_\_\_\_, Township \_\_\_\_\_, of  
\_\_\_\_\_ County of Oklahoma.

Description of Existing Habitat \_\_\_\_\_  
\_\_\_\_\_

Legal description of field 4: \_\_\_\_\_ Section, Range \_\_\_\_\_, Township \_\_\_\_\_, of  
\_\_\_\_\_ County of Oklahoma.

Description of Existing Habitat \_\_\_\_\_  
\_\_\_\_\_

Habitat Evaluation Sheet Ranking Value: \_\_\_\_\_

### Agreement Requirements

#### Landowner

- 1) Landowner shall be the owner of record with both authority and operational control over the lands described in this agreement for consideration of any Oklahoma Private Lands Fish and Wildlife Conservation and Improvement Program landowner incentive payments and warrants that there are no outstanding rights or claims which interfere with this agreement.
- 2) Landowner shall comply with all provisions of this Private Lands Conservation Agreement.
- 3) Landowner shall give state and/or federal personnel, upon request, access to and the right to examine all contracts, financial records, books, papers, or documents related to this agreement. Landowner shall retain all records related to this agreement for a period of five fiscal years after the end of this agreement.
- 4) Landowner shall be responsible for filing this document with the County Clerk's office and mailing a certified copy to ODWC.
- 5) Noncompliance with the material terms of this agreement, including, but not limited to, failure to implement Conservation Measures, will result in the termination of this agreement and the refund of amounts paid by ODWC to Landowner pursuant to this agreement.

#### Landowner agrees:

- 1) To forego the control of the target species \_\_\_\_\_ by any method, including but not limited to shooting, asphyxiating, drowning, poisoning, or concussion devise on the above described private lands;
- 2) Enrolled acres of described habitat shall not be disturbed or materially altered by actions of any person during the term of agreement. For the purposes of the agreement, "disturb or altered" means the habitat will not be plowed, disced, treated with herbicide or any other method that is intended to change the vegetation composition of the habitat, except as outlined in the Conservation Measures portion of this agreement;
- 3) Under no circumstances shall this agreement be deemed to restrict the ability of the Landowner to graze livestock on the subject property, however the landowner may be required to institute grazing and rangeland management practices that will maintain and/or restore short and/or mixed grass prairie habitat for the target species \_\_\_\_\_;
- 4) The Landowner has the option of controlling the target species within 100 feet inside of the subject property to prevent egress onto adjacent acreage not subject to this agreement;
- 5) Landowner's labor, use of equipment, and/or materials, may be considered as a part of, or all of the match to any grant funds;
- 6) Any Landowner contribution plus the ODWC's contribution toward meeting any federal grant requirements may not be matched with any federal cost-share conservation program expenditures;
- 7) To retain all rights to control trespass and retain all responsibility for taxes, assessments, and damage claims;
- 8) To notify in writing ODWC of planned or pending changes of ownership at least 30 days in advance. Mail written notice to: Natural Resources Section Coordinator, Oklahoma Department of Wildlife Conservation, P.O. Box 53465, Oklahoma City, OK 73152;
- 9) To notify in writing ODWC of a change of Landowner's mailing address within 30 days of such change

of address. Failure to notify ODWC of a change in address will relieve ODWC from providing notice to any address other than the last address provided by Landowner;

10) To allow an authorized ODWC representative access to the project site, upon prior notification by ODWC, for monitoring of wildlife habitat development and management purposes and to verify compliance with terms and conditions of agreement. All members, agents and assignees will be in uniform or will have proper identification as government employees or agents;

11) Assume responsibility for securing any permits or other authorizations needed to carry out any conservation measure;

12) To maintain the above described number of target species occupied acres for the length of the conservation agreement and will allow the reintroduction, or reoccupation of the described acres, or an equivalent number of occupied acres of appropriate habitat on enrolled acres;

13) In the event of sylvatic plague or other similar occurrence in the target species within the subject property as determined by the ODWC or Oklahoma Department of Health, the Landowner has the option of:

- (a) accepting a re-introduction of the target species if approved by the ODWC, in which case full payment under this Agreement will continue,
- (b) continuing under this Landowner Agreement without a re-introduction at a reduced rate of 10% of the original payment for the unexpired term of agreement, or
- (c) immediate termination of this Agreement;

14) Landowner will hold ODWC harmless and unconditionally indemnify ODWC against and for any and all liability, costs, expenses, claims, demands, causes of action or damages which ODWC may become liable for reason of any injuries, deaths or damage to the subject property resulting from the use of the land by Landowner, or Landowner's invitees, guests, agents or employees.

### Conservation Measures

To be implemented by the Landowner.

- 1) Use of herbicides shall be allowed for the control of listed noxious plants, and/or as a part of an approved Conservation District plan to maintain, improve, or establish native shortgrass or mixed-grass rangelands.
- 2) Use of prescribed fire will be allowed for the control of listed noxious plants, and/or as a part of an approved Conservation District plan to maintain, improve, or establish native shortgrass or mixed-grass rangelands.
- 3) Target species shall be allowed to persist and expand onto agreed upon acres as listed and described in this Private Lands Conservation Agreement.
- 4) Permits for the use of registered poisons may be issued for those lands not enrolled in a Private Lands Conservation Agreement if the request satisfies the requirements set forth in OAC 800:25-17.
- 5) Recreational shooting of prairie dogs will be closed on enrolled lands. The control of prairie dogs within 100 feet of subject property boundaries to prevent the egress onto adjacent non-enrolled properties may be permitted. Landowner shall keep a record of the dates of when shooting occurred, number of participants, and number of animals taken, and provide such data to ODWC annually.
- 6) Landowner will report the mortality of, or the occurrence of sylvatic plague in wild rodents to the ODWC and/or to the local County Health Department.
- 7) In the event of any alteration to and/or development, including but not limited to mineral exploration and/or production, upon the subject land that may have a reasonably foreseeable impact on the target

species, other than the occurrences of Natural Acts of God, during the term of this Private Lands Conservation Agreement, Landowner will mitigate any loss of target species and/or target species habitat. Mineral exploration and production having said potential impact shall be further mitigated through the use of surface damage agreements with the exploration or mineral production company, or utility company. Landowner will notify in writing and mail notice of said potential impact to ODWC, 30 days prior to the potential loss of target species and/or target species habitat to afford ODWC the opportunity to relocate affected target species. Landowner's failure to mitigate in said circumstances will result in the termination of this agreement. Mitigation may include, but not be limited to, the receipt of liquidated damages, relocation of the target species, or other agreed upon method of conservation.

8) Landowner will avoid disturbing any listed historical or cultural site. Landowner may allow the survey of historic or cultural sites if prescribed fire is a planned conservation practice to manipulate vegetation to promote short and mixed grass prairie habitat.

**Oklahoma Department of Wildlife Conservation**

ODWC reserves the right to unilaterally amend, modify, or supplement this Private Lands Conservation Agreement

Oklahoma Department of Wildlife Conservation agrees to:

- 1) Provide technical assistance to Landowner during the implementation of conservation measures, and in obtaining permits that may be required to fulfill the terms of this agreement.
- 2) Implement actions listed in the Oklahoma Short & Mixed Grass Prairie Management Plan.
- 3) Not assume control over the premises by this agreement. ODWC assumes no liability for any damages or claims except that which may arise by operation of the Oklahoma Tort Claims Act.
- 4) Not be held liable in any way to restore the property to its prior conditions upon termination or expiration of this agreement.
- 5) In the process of surveying and monitoring, if a historical or cultural site is discovered, Landowner will be notified and encouraged to contact the State Historical Preservation Office. If prescribed fire is a planned conservation practice to manipulate vegetation to enhance short & mixed grass prairie habitat, fire plans will take into account identified historical or cultural sites.
- 6) Assist Landowner in accessing technical assistance from the local conservation district for setting appropriate stocking rates; provide assistance and/or assist other agencies in providing appropriate technical assistance in the use of prescribed fire or any natural or man-caused event that could appreciably change the vegetative component of the enrolled lands, such as wildfire, drought, flood, or tornado.
- 7) Review surface damages mitigation agreements of enrolled Landowner, if mineral exploration or production occurs on target species occupied acres included in enrolled lands. ODWC will negotiate with Landowner to provide for the relocation or re-establishment of affected target species or its habitat.

**Agreement Provisions**

Occupied Acres offered \_\_\_\_\_ X bid of \$ \_\_\_\_\_/acre = Annual Base Incentive Payment \$ \_\_\_\_\_  
 Expansion Acres offered \_\_\_\_\_ X bid of \$ \_\_\_\_\_/acre = Annual Expansion Incentive Payment \$ \_\_\_\_\_  
 Total Annual Incentive Payment \$ \_\_\_\_\_  
 Total Annual Incentive Payment \$ \_\_\_\_\_ ( X ) Term of Agreement \_\_\_\_\_ years = Total Agreement Cost \$ \_\_\_\_\_

For (\_\_\_\_\_) annual payments, the first to be paid by \_\_\_\_\_, 20\_\_ and subsequent payments on or around the anniversary of this agreement, for the length of the agreement or sufficient funds are available.





**SHORT GRASS PRAIRIE HABITAT  
EVALUATION FORM**

(To be completed jointly by landowner and ODWC representative)

- I. Associated shortgrass prairie species: Number of species present (5 pts/ species)
  - \* Mountain Plover      \* Ferruginous Hawk.      \* Burrowing Owl      \_\_\_\_pts.
  - \* Swift Fox                \* Lesser Prairie Chicken \* Black-tailed Prairie dog
  
- II. Active Acres of prairie dog colony in offer area:    Number of acres \_\_\_\_\_      \_\_\_\_pts.  
 \* 1 pt per 10 acres, up to 640 ac. (64 pts. max.)
  
- III. Largest active prairie dog colony in offer area: Number of acres\_\_\_\_.      \_\_\_\_pts.  
 \* 1 pt. per 10 acres, up to 640 ac. (64 pts. max.).
  
- IV. Land owned by applicant around offer area (32 pts. Max.): 4 sides to a parcel of land.  
 North \_\_\_\_\_mi., South \_\_\_\_\_mi., East \_\_\_\_\_mi., West \_\_\_\_\_mi.      \_\_\_\_pts.  
 \* 8 pts. side protected by  $\geq 1$  mile buffer      \* 3 pts. side protected by 3/4 - 1 mile buffer  
 \* 4 pts. side protected by 1/2 - 3/4 mile buffer      \* 2 pt. side protected by 1/4 - 1/2 mile buffer
  
- V. Prairie dog occupied acres within 4.3 miles of offered land. Number of acres \_\_\_\_.  
 \* 1 pt per 20 acres, up to 640 acres (32 pts. max.)      \_\_\_\_pts.
  
- VI. All acres in a complex of prairie dog colonies. This includes the acres within the offer area along with any other adjoining protected land (i.e. Federal, State, County, local government, property under easement or lease that protects native prairie) outside the offer area:    Number of acres \_\_\_\_.  
 \* 1 pt per 160 acres ( 32 pts. max.).      \_\_\_\_pts.
  
- VII. Acres of short grass prairie in offer area not occupied by prairie dogs offered for prairie dog expansion:      \* 1 pt per 20 acres, up to 2560 ac. ( 128 pts. max.)  
 Number of acres \_\_\_\_\_      \_\_\_\_pts.
  
- VIII. Distance of expansion acres from occupied acres. (32 pts. max.)      \_\_\_\_pts.  
 North \_\_\_\_\_mi., South \_\_\_\_\_mi., East \_\_\_\_\_mi., West \_\_\_\_\_mi.  
 \* 8 pts. if adjoining \* 6 pts. if within 1/4 mi. \* 4 pts. within 1/2 mi. \*2 pts within 3/4 mi.
  
- IX. Ratio: Number of expansion acres offered to current number of prairie dog occupied acres in offer.  
 Number of expansion acres \_\_\_\_\_ / Number of occupied acres \_\_\_\_\_  
 Multiplied by 10      (40 pts max.)      \_\_\_\_pts.
  
- X. Is a playa lake present on offer area?      Yes - 10 pts.    No - 0 pts.      \_\_\_\_pts.  
 Subtotal      \_\_\_\_pts.
  
- XI. Is a wind turbine energy facility located on this offer area?  
 If Yes, reduce subtotal points by      **10%**.  
 ( 464 points possible)      **Total pts.**\_\_\_\_\_

**FIELD 1**


\_\_\_ Qtr. of  
S. \_\_\_ T. \_\_\_ R. \_\_\_

**FIELD 2**


\_\_\_ Qtr. of  
S. \_\_\_ T. \_\_\_ R. \_\_\_

**FIELD 3**


\_\_\_ Qtr. of  
S. \_\_\_ T. \_\_\_ R. \_\_\_

**FIELD 4**


\_\_\_ Qtr. of  
S. \_\_\_ T. \_\_\_ R. \_\_\_

Indicate Section, Township and Range and Location of field(s) for each qtr. section map.

Within County \_\_\_\_\_ of Oklahoma

Attach NRCS aerial photo with field boundaries clearly marked.

Field 1: Total \_\_\_\_\_ Acres of active BTPD colonies      \_\_\_\_\_ Expansion Acres of associated habitat  
Description of Habitat \_\_\_\_\_

Field 2: Total \_\_\_\_\_ Acres of active BTPD colonies      \_\_\_\_\_ Expansion Acres of associated habitat  
Description of Habitat \_\_\_\_\_

Field 3: Total \_\_\_\_\_ Acres of active BTPD colonies      \_\_\_\_\_ Expansion Acres of associated habitat  
Description of Habitat \_\_\_\_\_

Field 4: Total \_\_\_\_\_ Acres of active BTPD colonies      \_\_\_\_\_ Expansion Acres of associated habitat  
Description of Habitat \_\_\_\_\_

Total Active Acres \_\_\_\_\_      Total Expansion Acres of Associated Habitat \_\_\_\_\_

**Ranking Calculation:**

\_\_\_\_\_ occupied acres offered (X) \$ \_\_\_\_\_ per acre = \$ \_\_\_\_\_ base bid

\_\_\_\_\_ expansion acres offered (X) \$ \_\_\_\_\_ per acre = \$ \_\_\_\_\_ expansion bid  
\$ \_\_\_\_\_ total bid

Total points \_\_\_\_\_ / divided by 100 (X) \_\_\_\_\_ active occupied acres = \_\_\_\_\_ normalized coefficient

\$ \_\_\_\_\_ total bid / divided by \_\_\_\_\_ normalized coefficient = \$ \_\_\_\_\_ Total offered/  
occupied acre

= (Ranking Value) \_\_\_\_\_

The ranking value will be used to determine the priority in which applicants will be accepted.

The application must meet the following minimum criteria:

- \* Offer area must be at least (40) acres in size
- \* Active prairie dog colony(s) is at least 25% of offer area
- \* Offer area must be 90% native short grass prairie

**Selection Process:** Upon completion and verification of the Habitat Evaluation Sheet, the following steps will be completed to ensure cost/benefit of offer and equity among offers:

- 1) All point totals will be converted to percentages (normalization to eliminate bias).
- 2) Total acres offered will be multiplied by per acre bid to calculate a total offer amount.
- 3) The total offer amount will then be divided by the total active occupied acres to calculate total offer amount per occupied acre.
- 4) The total points (converted to percentage) will be multiplied by the total active occupied acres. This creates a "normalized coefficient".
- 5) The total dollar amount will be divided by the "normalized coefficient" which will result in a "total dollar offered per occupied acre". This final value will be used to rank the offers, with the lowest value for the total dollar offered per occupied acre receiving the highest ranking.

**Documentation Requirements:** Each Short or Mixed Grass Prairie Habitat Evaluation Sheet must be accompanied by a Natural Resources Conservation Service (NRCS) aerial photo or other suitable map that clearly identifies the subject property (field) boundaries. The NRCS aerial photo or other map must contain the legal description and acreage of the subject property, or other NRCS documentation must be included with the aerial photo that contains this information. An authorized representative of ODWC may verify that information provided in the habitat evaluation sheet is accurate.

**Vegetation Maintenance Requirements:** Vegetation on subject properties shall not be disturbed or materially altered by any person during the term of the Landowner Conservation Agreement. Such prohibited disturbances and material alterations include, but are not limited to discing, plowing, undercutting, mowing or herbicide treatment, except that herbicide treatment and prescribed fire is permitted to control noxious plants listed by the Oklahoma Department of Agriculture. Grazing of enrolled lands will be an appropriate use of enrolled range land so long as use is at levels recommended by local District Conservationist and/or authorized Oklahoma Department of Wildlife Conservation representative.

At the discretion of the Oklahoma Department of Wildlife Conservation, payment of incentive to Landowner may be discontinued or reduced, as may be appropriate, for any documented black-tailed prairie dog control or disturbance or material alteration of habitat on subject properties, or failure to abide by conservation measures as listed in Conservation Agreement. The Landowner will not, however, be penalized for habitat losses caused by hail, snow, wind, drought, wildfire or flood that diminish black-tailed prairie dog populations during the term of the Conservation Agreement.

**Proposed Conservation Agreement Acceptance:** Agreement acceptance by the Oklahoma Department of Wildlife Conservation of a qualified applicant's proposed Conservation Agreement is based on applicant's offer, the applicants verified ranking value, and the availability of funds for landowner incentive programs. ODWC has the right to deny offers based on the ranking process and/or offer price.

**Payment:** Upon offer acceptance, a Landowner Conservation Agreement shall be signed by the Landowner and the ODWC. Payment will be made to the Landowner annually, on or around the anniversary of the agreement each year.

I attest that the information I provide is accurate to the best of my knowledge and I am including an accurate map and legal descriptions of offered property.

\_\_\_\_\_  
Landowner Signature Telephone Number County

\_\_\_\_\_  
Address City State Zip

Information Confirmed by \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

Agency and/or District \_\_\_\_\_  
File No. \_\_\_\_\_

## Appendix G

### PROJECT STATEMENT

**State:** Oklahoma

**Grant Number:**

**Grant Program:** Landowner Incentive Program, Fiscal Year 2004 Tier I

**Grant Name:** Expansion of Oklahoma Landowner Incentive Program for High Plains Short & Mixed Grass Prairie Habitats & Associated At-Risk Species

**Grant Period:** Oct. 1, 2004 - Sept. 30, 2012

**NEED:** The High Plains short and mixed-grass habitats have changed dramatically since the region was homesteaded, with domestic livestock replacing native grazing animals, the conversion of rangeland to crop land, and the suppression of fire. These changes have led to a decline in habitats occupied by High Plains terrestrial species such as the Black-tailed prairie dog, *Cynomys ludovicianus*, Burrowing owl, *Athene cunicular*, Swift fox, *Vulpes velox*, Ferruginous hawk, *Buteo regalis*, Mountain plover, *Charadrius montanus*, and the Lesser prairie chicken, *Tympanuchus pallidicinctus*, and riparian and aquatic habitats occupied by Long-billed curlew, *Numenius americanus*, Arkansas Darter, *Etheostoma cragini*, and the Arkansas River Shiner, *Notropis girardi*.

For the Black-tailed prairie dog, a keystone species, in particular, other threat factors, including poisoning, unregulated shooting, and the introduced disease sylvatic plague have caused the species to be included as a candidate for listing under the Endangered Species Act (ESA). The Oklahoma Department of Wildlife Conservation through the Oklahoma Black-tailed Prairie Dog State Working Group drafted a State Management Plan to address the above mentioned threats. The plan includes provisions for private landowner education on the benefits of conserving short and mixed grass prairie habitats. The plan describes the goals, objectives, strategies and action items to be implemented in order to appropriately manage black-tailed prairie dog populations in Oklahoma. The plan is being modified to broaden the scope to include habitats and other species of concern of the short and mixed grass prairie region of Oklahoma.

The bulk of the short and mixed grass prairie habitats occur on private lands. It has become apparent that to meet the goal of restoring and enhancing acres of short and mixed grass prairie wildlife habitats, incentives must be provided to private landowners. Incentives will encourage the expansion of prairie dog colonies and other short and mixed grass prairie habitats and their associated species of concern.

Because Oklahoma land ownership is in excess of 95% privately owned, it is imperative that government agencies partner with these private landowners to manage and conserve these at-risk wildlife species and habitats. To this end, the Oklahoma Department of Wildlife Conservation (ODWC) established a Landowner Incentive Program for short & mixed grass prairie species-at-risk targeted toward the black-tailed prairie dog and habitat associated species in 2003 using funds from FY 2003 LIP grant funds.

**OBJECTIVES:** ODWC, proposes to strengthened the Oklahoma Landowner Incentive Program by increasing funding support for staffing, facilities, travel expenses, equipment and material needs to facilitate the delivery of technical assistance, publicizing of opportunities and results, administration of fiscal resources, monitoring of habitat improvement, compliance with terms of conservation agreements, and reporting of ongoing and future Okla. LIP projects that conserve,

protect, enhance, and restore High Plains short and mixed grass prairie species and habitats. The landowner incentive program will continue to increase the participation of private landowners in conservation agreements with the ODWC, by providing financial, technical, and education assistance to private landowners who voluntarily protect, restore, maintain, and or enhance native short and mixed grass High Plains habitats of species-at-risk. It is the intent of ODWC to target riparian and aquatic habitats and their associated at-risk species within the High Plains region with these new funds.

**EXPECTED RESULTS and BENEFITS:** Through the expanded operation of the Oklahoma Landowner Incentive Program, participation by private landowners in conservation agreements with the ODWC will conserve additional acres of High Plains grassland, riparian, and aquatic habitats. These voluntary efforts, and actions carried out through other agencies, as well as similar actions in the other states will result in more habitat conservation and management on private lands. Habitat conservation will further result in maintaining or increasing populations of at-risk species and thus preclude the need to list species under the ESA.

Successful implementation of the goals and objectives of the Oklahoma Landowner Incentive Program will also help in allaying landowners fears of imminent regulation and improve the working relationship between landowners and government entities.

**APPROACH:** Upon approval of grant funds, the ODWC will be able to provide additional support for staffing, facilities, travel, materials and equipment to administer, monitor, and report the efforts of landowners enrolled in conservation agreements for the conservation of High Plains short & mixed grass prairie habitats.

The project leader will coordinate with the ODWC Administration Division and the Federal Aid/Research Coordinator in announcing the program, requesting proposals, approving agreements and awarding contracts. The ODWC Certified Purchasing Officer and the Federal Aid/Research Coordinator will assure all Oklahoma statutes and rules are followed, as well as all federal regulations.

Payments will be obligated to the extent of available funds and distributed competitively based on the ranking score derived from a Habitat Evaluation worksheet completed jointly by a Department biologist and the applicant landowner. Compliance with the landowner agreements will be verified annually as part of an annual report that will also identify acres of occupied habitat that have been conserved. If the agreement is violated, and no resolution of the violation is achieved, the agreement will be voided and landowner may be required to refund incentive payments. Released funds will be used to provide incentive payments to the next ranking applicant. Either party to a Landowner Agreement may end the contract with 30 days written notice given to the other party, and payments will be returned to the program on a prorated basis.

These conservation agreements are designed to aid in the seamless implementation of any future umbrella Candidate Conservation Agreement with Assurances (CCAA) that may be created for short and mixed grass prairie habitats and associated at-risk species.

Educational outreach and technical assistance will be accomplished through various media outlets and methods including, but not limited to: news articles, newsletters, workshops, pamphlets, public meetings, personal contacts by ODWC personnel, staff from other partnering agencies/organizations, and Department sponsored *Outdoor Oklahoma* monthly magazine, weekly television program and web site. The ODWC also has a private lands wildlife biologist, regional wildlife biologists, and a Grassland species at-risk Coordinator serving as project leader to provide on the ground technical assistance to private landowners.

The black-tailed prairie dog being a keystone species of the short and mixed grass prairie,

the success of a High Plains short and mixed grass prairie oriented landowner incentive program will in large part, be measured by the successful management of this species. The primary goal of this project is to verify, monitor, and report the maintenance, enhancement, and restoration of occupied acres, and habitat associated species on private lands enroll in conservation agreements.

Other agencies / organizations which ODWC will be partnered with in this project includes but is not be limited to: Oklahoma Cooperative Extension Service, USDA-Natural Resource Conservation Service, Tulsa Field Office of the US Fish & Wildlife Service, the Oklahoma Black-tailed Prairie Dog State Working Group, the High Plains RC & D organization, The Nature Conservancy, other non-government conservation organizations, Oklahoma Wildlife and Prairie Heritage Alliance, and conservation oriented foundations.

This Landowner Incentive Program grant will not replace existing fund expenditures, it will supplement current funding of the Oklahoma Landowner Incentive Program, a part of ODWC's Private Lands Fish and Wildlife Habitat Conservation and Improvement Program.

**Project leader:** Larry Wiemers  
Natural Resources Section Biologist  
Oklahoma Department of Wildlife Conservation  
Woodward Office  
3014 Lakeview Dr.  
Woodward, OK 73801  
E-mail: lwiemers@odwc.state.ok.us

**Location:** High Plains and other short and mixed grass prairie regions of western Oklahoma.

<b>Estimated Cost:</b>	Federal Share	\$180,000
	Non-federal Share	\$ 60,000
	Total cost of grant over ten year life	\$240,000

## **ELIGIBILITY REQUIREMENTS**

### **(A) Deliver Technical and Financial Assistance to Landowners**

#### **Technical Assistance**

The Oklahoma Department of Wildlife Conservation (ODWC) has been providing technical assistance in excess of 20 years to landowners through both the Federal Aid to Wildlife Restoration and the Federal Aid to Sport Fish Restoration programs. Annual Performance Reports have documented the accomplishments of these projects over the years. ODWC has a small but effective Oklahoma Wildlife Habitat Improvement Program for game species since 1995 for the expressed purpose of 'annually providing funds to be made available on a cost-share basis to qualifying landowners/lessees to complete wildlife habitat improvement projects on private lands.' Funds have been provided to private landowners meeting eligibility requirements and completing contractual habitat management practices. ODWC implemented a Deer Management Assistance Program in 1991 to provide technical assistance to private landowners to



manage deer herds on private land. ODWC this past spring revised its private lands Wildlife Habitat Improvement Program regulations to include other private lands initiatives that includes riparian, aquatic, and non-game habitat improvement projects under the new Private Lands Fish and Wildlife Habitat Conservation and Improvement Program, this has allowed the Natural Resources Section to develop an Oklahoma Landowner Incentive Program targeted to at-risk species and habitats.

In cooperation with the Natural Resources Conservation Service (NRCS), the ODWC has cooperated with field offices in enrolling farmers and ranchers in the federal Wildlife Habitat Incentives Program, Conservation Reserve Program, Environment Quality Incentives Program and Wetland Reserve Program. The ODWC provided landowner technical assistance and application review with our fish and wildlife biologists. Also, in cooperation with the NRCS, ODWC has created four technician positions to provide technical assistance to private landowners applying for assistance through Farm Bill programs. These positions will also be able to provide assistance and outreach for the Oklahoma Landowner Incentive Program.

The ODWC established and filled the position of Grasslands Species-at-Risk Coordinator. This person, Larry Wiemers, has developed, and received approval of a marketing plan, habitat evaluation forms, competitive ranking system, and the conservation agreement contracts that serve as a system for delivering landowner financial and technical assistance for at-risk species and habitats.

Agencies and Divisions that are assisting in providing technical assistance and outreach include: ODWC - Natural Resources Section, Wildlife Div., I & E Div., Law Enforcement Div. USFWS - Tulsa Field Office USDA - NRCS, County Conservation Districts, High Plains RC&D, Oklahoma Cooperative Extension Service NGO's - Oklahoma Wildlife & Prairie Heritage Alliance, The Nature Conservancy, Oklahoma Farm Bureau, Oklahoma Farmers Union, Oklahoma Cattlemen's Association

These agencies and organizations have helped with Cost-Share and Incentive payments in the past to private landowners, provided assistance with habitat or management plans, conducted on-site habitat evaluations, helped with the distribution of informational pamphlets, or provided space in agriculture and conservation oriented publications.

The Oklahoma Landowner Incentive Program is not incorporated into other ODWC assistance programs but a "stand-alone" program.

Currently only one staff person, the Grasslands Species at-risk Coordinator is dedicated to the Okla. LIP, but others that provide assistance include: 1 Private Lands Biologist, 5 Regional Wildlife Biologists and 3 Natural Resource Wildlife Biologists. ODWC's Wildlife Division in cooperation with NRCS, has created 4 Wildlife Technician positions to aid landowners with technical assistance and habitat plans for Farm Bill programs.

As to evaluation and monitoring of results, Project leader will annually document number of landowners committed to conservation agreements, increases in occupied acres of habitat, increases in number of acres or miles of habitat conserved or restored, and compliance with the terms and conditions of the individual Landowner Conservation Agreements.

## Financial Assistance

Presently, the Oklahoma Landowner Incentive Program has budgeted for the next ten years, approximately \$1,993,333 of FY2003 LIP grants, matching funds, and in-kind contributions.

The project leader will coordinate with the ODWC Administration Division and the Federal Aid/Research Coordinator in announcing the program, requesting proposals, approving agreements and awarding contracts. The ODWC Certified Purchasing Officer and the Federal Aid/Research Coordinator will assure all Oklahoma statutes and rules are followed as well as all federal regulations.

Those landowners accepting an agreement will be paid an annual incentive payment for the life of the project as outlined in each agreement. Payments will be obligated to the extent of available funds and distributed competitively based on the ranking score from a habitat evaluation worksheets. Compliance with the landowner agreements will be verified annually as a part of an annual report that will also identify number of participating landowners, location and number of acres of habitat and/or miles of stream bank that has been conserved. If the agreement is violated, and no resolution of the violation is achieved, the agreement will be voided. Released funds will be used to provide incentive payments to the next ranking applicant. Either party to a Landowner Agreement may end the contract with 30 days written notice given to the other party, and payments will be returned to the program on a prorated basis.

### **(B) Provide for Appropriate Administrative Functions Such as Fiscal and Contractual Accountability**

The ODWC has been providing these functions through the Wildlife Restoration, Sport Fish Restoration and Endangered Species Act programs since the 1940s. As it relates to contractors, the ODWC has administered the Oklahoma Wildlife Habitat Improvement Program since 1995.

The project leader will coordinate with the ODWC Administration Division and the Federal Aid/Research Coordinator in announcing the program, requesting proposals, approving agreements and awarding contracts. The ODWC Certified Purchasing Officer and the Federal Aid/Research Coordinator will assure all Oklahoma statutes and rules are followed as well as all federal regulations.

Those landowners accepting the agreement will be paid an annual incentive payment for the life of the project on or about the anniversary of the recording of the conservation agreement with the local county clerk, as outlined in the agreements. Payments will be obligated to the extent of available funds and distributed competitively based on the ranking score from the worksheet. Compliance with the landowner agreements will be verified annually as a part of an annual report that will also identify acres of occupied habitat or miles of habitat that has been conserved. If the agreement is violated, and no resolution of the violation is achieved, the agreement will be voided. Released funds will be used to provide incentive payments to the next ranking applicant. Either party to a Landowner Agreement may end the contract with 30 days written notice given to the other party, and payments will be returned to the program on a prorated basis.

The contractual standards were reviewed and approved by the Oklahoma Attorney General's office. Reports will be kept at the Central Office of ODWC, with the Natural

Resources Section Administrator.

**(C) Use LIP Grants to Supplement and Not Replace Existing Funds**

ODWC has established the Oklahoma Landowner Incentive Program with funds from FY2003 Tier I & II LIP Grant funds. New FY2004 LIP grant funds would supplement the existing Oklahoma Landowner Incentive Program by allowing ODWC to fund additional staff time to monitor and record monetary assistance, technical assistance given, and house and record landowner conservation agreements, as well as targeting additional private landowners with at-risk species and habitats within the High Plains region. Presently, the Project Leader is funded by a short term ESA section 6 grant, part of a FY2004 LIP Tier 1 grant would help in securing the position.

**(D) Distribute Funds to Landowners Through a Fair and Equitable System**

Upon approval of grant funds, the ODWC will announce an expansion of the landowner incentive program for the conservation of High Plains short & mixed grass prairie habitats and their associated at-risk species. The ODWC will provide guidelines and limitations for the new programs, request proposals and call for an application period of at least thirty days. This will be accomplished through personal contacts by ODWC personnel and staff from other partnering agencies/organizations, as well as through news releases to Conservation Districts, Oklahoma Cooperative Extension Service, Oklahoma Farm Bureau, Oklahoma Farmers Union, other agencies/organizations, and other media outlets. ODWC will also utilize its own television program and magazine *Outdoor Oklahoma* to publicize current and future assistance programs as well as its Web site. Upon the closing of the sign-up period, applications will be reviewed, habitat evaluations completed, reviewed and verified, and applications ranked. Applicants who meet program qualifications will be offered a Landowner Conservation Agreement in order of ranking with the highest ranked proposal offered, until all the available grant money has been obligated or all proposals funded.

The High Plains short and mixed grass prairie region of Oklahoma has been targeted for the initial Oklahoma Landowner Incentive Program to be a part of ODWC's contribution to the US Fish and Wildlife Service High Plains Partnership initiative which is part of Oklahoma's contribution toward the U.S. Fish and Wildlife Services' Long-Term Goals of Sustainable Fish and Wildlife Populations (Goal 1.2) and Habitat Conservation (Goal 2.3). These efforts will enhance the long-term viability of the above mentioned species-at-risk and making it unnecessary to list any species associated with short and mixed grass prairie. The High Plains region is also a part of the focus area of both the Playa Lakes Joint Venture and the Black-tailed Prairie Dog Conservation Team.

**(E) Provide Outreach and Coordination that Assist in Administering the Program**

The Natural Resources Section's Grassland Species at-risk Coordinator will serve as project leader will oversee the day-to-day administration of program, and will work with the Department's Federal Aid/Research Coordinator to prepare reports, and grant amendments. The project leader will coordinate with the Information & Education Division to develop and distribute outreach materials.

The ODWC provides a newsletter entitled *Your Side of the Fence* to all private landowners that have requested technical assistance. Private lands biologists and other fish and wildlife biologists provide technical information and announce program availability of federal, state or private organization land management assistance programs. In addition, the ODWC's Information & Education Division is assisting in accessing various media outlets and methods including, but not limited to news articles, newsletters, workshops, pamphlets, public meetings, and personal contacts. The I & E Division will also utilize the Department's magazine, television program, and web page as a method of outreach. Project leader will use group meetings, written and electronic correspondence to coordinate within ODWC as well as with other partnering agencies and organizations.

- (F) **Describe the Process the State will Use for the Identification of Species-at-risk, and the State's Process for the Identification of Clear, Obtainable and Quantified Goals and Performance Measures that will Achieve the Management goals and Objectives of LIP**

#### Identification of Species-at-Risk

The ODWC began the process of identifying the species of greatest conservation need in Oklahoma in July of 2001 by reviewing existing information regarding rare and declining species. We compiled a draft species list, separated them into tiers, and made the list available for technical review. We initially contacted 112 potential reviewers, each being either a professional wildlife biologist or zoologist from University and College research and faculty, State and Federal agencies, such as the USFWS, and NGO's like the Nature Conservancy. Collectively they covered a broad spectrum of animal taxa (crayfish, freshwater mussels, insects and all vertebrate taxa). The resulting list of species of concern is included in the performance report for Wildlife Conservation and Restoration Program Federal Aid No. R-1-1, Wildlife Conservation Strategy and Strategic Plan Development, July 1, 2001 to June 30, 2002. The Black-tailed prairie dog, Swift fox, Lesser prairie chicken, Arkansas Darter, and Mountain plover are listed under Tier I of this species list. The Ferruginous hawk, Long-billed curlew, and Western burrowing owl are listed in Tier II. The Arkansas River Shiner is listed in Tier III as a federally listed species. This list is currently in tabular form in the above mentioned report. ODWC did not include in the species list for LIP any species currently hunted or fished for in Oklahoma.

ODWC used USFWS species list, Partners in Flight species assessment scores, American Fisheries Society reports on the status of Southeastern US Fish and Mussels, and the Oklahoma Natural Heritage Inventory. The list will be updated as a part of Oklahoma's Comprehensive Wildlife Management Plan which is currently in development and will be completed no later than 2005.

**Identification of Clear, Obtainable and Quantified Goals and Performance Measures that will help achieve the Management Goals and Objectives of LIP**

The goals of the Oklahoma Landowner Incentive program is to conserve, protect, enhance, and restore habitats for at-risk species on private lands by providing technical and financial assistance to private landowners.

The objective of the Oklahoma Landowner Incentive program is to provide technical and financial assistance to private landowners in the High Plains short & mixed grass prairie habitats and the associated at-risk species, such as but limited to Black-tailed prairie dog, Ferruginous hawk, Swift fox, Burrowing owl, Mountain plover, Lesser prairie chicken, Long-billed curlew, Arkansas Darter and Arkansas River Shiner. The above mentioned species, and the habitats that support them will be targeted initially by the Oklahoma Landowner Incentive Program.

The project leader in cooperation with Natural Resources Section staff will develop additional objectives. Review and approval will be accomplished by ODWC Director, and Division Chiefs and Section Administrators.

The Oklahoma Black-tailed Prairie Dog State Working Group started the process of identifying clear, obtainable and quantified goals and performance measures through its Draft Oklahoma Black-tailed Prairie Dog Management Plan. Those goals pertinent to LIP are as follows: Establish a minimum of 40,000 occupied acres of habitat within ten years, monitor prairie dog colonies and occupied habitat, use LIP to encourage the voluntary maintenance of, growth of colonies, sustain and increase black-tailed prairie dog habitat associated species. The performance measures will be the documented number of private landowners participating in a conservation agreement, numbers of occupied acres conserved, number of acres conserved for expansion of short and mixed grass prairie habitat, lesser prairie chicken leks and nesting habitat conserved, miles of riparian vegetation restored. These performance measures will be documented and reported annually.

Appendix H

Oklahoma Counties  
within the  
Historic Range  
of the  
Black-tailed Prairie Dog

Cimarron	Texas	Beaver	Harper	Woods	Love
Ellis	Woodward	Dewey	Tillman	Grady	Payne
Garvin	Garfield	Harmon	Jackson	Greer	Oklahoma
Kay	Carter	Logan	Jefferson	Marshall	Beckham
Kingfisher	Kiowa	McClain	Noble	Major	Cotton
Alfalfa	Custer	Grant	Canadian	Comanche	Caddo
Stephens	Washita	Cleveland	Blaine	Roger Mills	



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