



The Wyoming Department of Agriculture is dedicated to the promotion and enhancement of Wyoming's agriculture, natural resources and quality of life.

January 14, 2013

Kimberly Tamkum
US Fish and Wildlife Service
National Black-footed Ferret Conservation Center
PO Box 190
Wellington, CO 80549-0190

Dear Ms. Tamkum,

The Wyoming Department of Agriculture (WDA) appreciates the opportunity to provide comments on the U.S. Fish and Wildlife Service (USFWS) Draft Environmental Assessment (EA), Enhancement of Survival Permit Application, and Draft Black-footed Ferret (ferret) Programmatic Safe Harbor Agreement (Agreement).

Our comments are specific to our mission within state government: dedication to the promotion and enhancement of Wyoming's agriculture, natural resources, and quality of life. As this proposal impacts our agriculture industry, our natural resources, and the welfare of our citizens, we believe it is important you continue to inform us of proposed actions and decisions and continue to provide us the opportunity to express pertinent issues and concerns.

The WDA has served cooperatively on a committee to investigate possible future reintroductions of the endangered ferret on private rangelands across the 12 western states. The WDA supports a voluntary program to reintroduce ferrets on private lands with the intended short-term goal of delisting the ferret from the endangered species list. We emphasize the program should only occur with private landowners who voluntarily choose to participate, receive long-term assurances without increased and unexpected demands, and receive incentives for forgoing prairie dog treatments benefiting ferrets. The WDA offers the following comments on the Draft EA and Draft Agreement.

Revise Glossary in Both EA and Agreement

We ask the USFWS to ensure glossary definitions in the EA are identical to those in the Agreement. We also request the following revisions of glossary terms and definitions:

- **Baseline:** *"Baseline is the number of black-footed ferrets that occur on the lands at the time of enrollment..."*
 - **Comment:** Baseline for all ferret reintroduction sites should be set at zero, including previous relocation sites, which currently fall under the 10(j) rule of experimental populations. USFWS intends to also include these populations under the Agreement. We believe the USFWS should determine baseline based on the size or acres of the prairie dog colony prior to ferret reintroductions, not on ferret populations. WDA urges USFWS work cooperatively with the Natural Resources Conservation Service (NRCS) to ensure compensation programs are consistent with USFWS regulations.
- **Conservation Activity:**
 - **Comment:** We encourage a broad list of "activities" the USFWS intends to consider. There is a considerable amount of subjectivity to creating a list of activities, which may be above and beyond what a landowner/Cooperator should endure. We support uniformity in the minimum expectations the USFWS has for each relocation site.

Equal Opportunity in Employment and Services

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- Conservation Zone: *“Typically, it will be a minimum of 1,500 acres of black-tailed prairie dog habitat...”*
 - Comment: WDA urges USFWS remove “typically” and concretely ask for the minimum
- Cooperator:
 - Comment: Briefly include what the Cooperator receives, such as an Enhancement of Survival Permit, Certificate of Inclusion, etc.
- Delisting:
 - Comment: The USFWS needs to add a definition for delisting the ferret. Additionally, WDA strongly encourages the USFWS to have concrete expectations, including the number of adult ferrets, number of acres of habitat, genetic viability, corridors, or any other expectations identified prior to implementation of the Safe Harbor Agreement and within the body of the EA and Agreement. The ultimate goal of this landscape scale approach, which includes private lands, is to delist the species. We cannot support a program with a moving target, or one which cannot withstand inevitable litigation.
- Down list:
 - Comment: We encourage the USFWS set expectations as stated above for downlisting from endangered to threatened. We want participating landowners to understand how important their contributions are to the down listing and delisting of the ferret.
- Management Zone: *“The Management Zone is intended to provide a buffer to the Conservation Zone. It may or may not have occupied prairie dog habitat but will allow Cooperators to carry out activities beyond routine ranching and conservation activities, such as prairie dog management, if necessary. It will be identified on a map of the enrolled lands, and all conservation activities within the Management Zone will be described in the Individual Reintroduction Plan.”*
 - The WDA strongly believes the definition provided is incorrect, based on discussions and in-person committee meetings. We recommend the following definition: Management Zone: “The Management Zone is a maximum of “x acres” bordering the Conservation Zone. The goal of the Management Zone is to allow all lethal removal methods to eliminate prairie dogs from causing undue hardships or triggering federal regulations from black-footed ferrets relocating from the reintroduction sites to neighboring lands, including, private, state or federal. Cooperators will have no restrictions of activities in the Management Zone, including, but not limited to ranching or energy development. The Management Zone will be cooperatively identified in the Individual Reintroduction Plan.”
- Routine Livestock Grazing and Ranching Activities: *“...and treating invasive plants.”*
 - Comment: We recommend adding “...and treating and removing invasive plants and pests.” Removing prairie dogs in areas outside of the Conservation Zone will likely continue as a ranching activity for most livestock operators.
- Safe Harbor Agreement:
 - Comment: The definition of a Safe Harbor Agreement in the EA is different than the Agreement document. We encourage the USFWS strengthen the definition to include the goal of the Agreement, specifics, such as, stating the Agreement is voluntary, provides the Cooperator assurances and protection from future regulations.

Environmental Assessment

1.4 Action Area

The Agreement Action Area includes all lands in the historical range of the species, which we strongly support. We ask the USFWS to include the required minimum acres (1,500 for black-tailed prairie dogs and 3,000 acres for white-tailed and Gunnison prairie dogs) to ensure transparency and consistency throughout the documents. We also encourage the USFWS provide a brief statement describing how the Agreement will cover lands without reintroduced ferrets, which will not trigger federal regulations on dispersing ferrets.

3.2 Alternative B

While we support the consistency of how many acres of occupied prairie dog habitat the USFWS will require, we question wording such as *"Each Conservation Zone would be approximately 1,500 acres or more..."* We are not opposed to increasing the acreage, based on the landowner volunteering more than the minimum. However, we are not in favor of a variable minimum acreage of occupied prairie dog habitat.

Page 17, last paragraph states *"Livestock grazing and routine ranching activities may continue within the Conservation Zone..."* We recommend changing *"may"* to *"will."* The WDA supports this program with the understanding that livestock grazing and ranching activities are already compatible with prairie dogs and ferrets. We will not support the program or the USFWS requiring landowners to reduce or eliminate livestock numbers on pastures where ferret reintroduction is proposed.

The next paragraph on page 18 discusses the Management Zone. We ask the USFWS reference the Management Zone comment in the glossary section and urge them to make appropriate changes throughout. This paragraph also includes the following sentence *"Livestock grazing and routine ranching activities also may continue in the Management Zone..."* We again, recommend changing *"may"* to *"will"* and change *"noxious and invasive weed management"* to *"noxious and invasive weed and pest management."*

The fourth paragraph includes information regarding the application of deltamethrin for plague management and who will carry out the duties. The statement includes, *"non-governmental organizations,"* which we believe is too vague. There are organizations in opposition of agriculture and livestock grazing, which should not have access to private lands or to this program. We ask the USFWS to revise both the EA and the Agreement to include statements indicating the landowner/Cooperator will have review and approve which agencies and organizations may participate in activities related to ferret reintroduction and prairie dog colony management, including lethal and non-lethal.

Page 19, first paragraph discusses lethal and non-lethal methods to manage prairie dogs in both the Conservation Zone and the Management Zones. It remains unclear why lethal or non-lethal prairie dog removal would occur in the Conservation Zone. We understand ferrets would control the prairie dogs naturally in these areas. We are in opposition of the USFWS stating *"Non-lethal methods would also include the use of structural or vegetative barriers to discourage prairie dog movement."* This methodology has proven unsuccessful and controversial in Wyoming. We ask USFWS to change this statement to *"Non-lethal methods may include the use of structural or vegetative barriers to discourage prairie dog movement, with approval from the landowner."* The final sentence states *"Lethal activities would be limited to shooting and applying zinc phosphide..."* We strongly discourage the USFWS limiting prairie dog removal to only these two methods. We recommend changing this statement throughout the EA and Agreement documents to *"Lethal activities may include shooting, zinc phosphide or other approved methods."*

The third paragraph includes information regarding the term of the Reintroduction Plan and adding five years of incidental take of ferrets if the land was returned to baseline. We urge the USFWS return all baseline sites to zero ferrets, as there are currently no wild ferrets on any of the proposed private lands. While we understand previous relocation sites with ferrets already have 10(j) coverage and may choose to use the Agreement instead, we still believe these sites have a baseline of zero ferrets. We also ask the USFWS to review our glossary comment on *"baseline."*

The last paragraph under section 3.2 discusses neighboring landowners who may inherit dispersing ferrets on their properties. The USFWS provides an opportunity to these landowners to also receive assurances should they choose to sign an agreement. This paragraph is missing information of what happens to a landowner who inherits ferrets, but chooses

not to sign an agreement. We believe section 1.4 Action Area, covers all historical ferret habitat and therefore, the USFWS should cover all landowners within historic habitat to have immunity from federal regulations. As written, the EA provides two options, sign the Agreement or risk the USFWS taking additional action. We strongly insist the USFWS develop a more comprehensive strategy to include this landowner scenario.

5.1.2 Wildlife

The previous section, 5.1 states *"In the absence of a programmatic Safe Harbor Agreement, the current conditions as related to all of the environmental components identified in Chapter 4.0 would likely remain unchanged."* However, in 5.1.2 it states an environmental consequence to the no action alternative is *"However, improvements to wildlife habitat and populations are not likely to occur at the same scale as under the proposed alternative due to the lack of landowner incentives under a coordinated program as in the proposed alternative."* The goal of the program is not to get incentives to develop additional wildlife habitat, but rather to eliminate lethal take of designated prairie dog colonies in support of ferret reintroduction. We recommend keeping only the statement *"Under the no-action alternative no additional effects to other wildlife species are expected."*

5.1.4 Farm and Ranchland

Remove this paragraph and state, "Under the no-action alternative, farm and ranchlands would continue." There is no need to list the activities if it covers all farm and ranchland activities.

5.1.5 Socioeconomic

Remove this paragraph and state, "Under the no-action alternative, the socioeconomic conditions within the action are not expected to be affected."

Alternative

B-Proposed

Action

5.2.1 Threatened, Endangered and Candidate Species

The paragraph discussing the possible environmental factors of the proposed action on threatened, endangered and candidate species includes the statement, *"Positive effects include the protection and management of enrolled lands for a minimum of 10 years which will provide habitat not only for ferrets but other threatened, endangered and candidate species."* This statement is very concerning. First, the ferret program is 100% voluntary with no obligation and no consequences for early release from the Agreement. If landowners have an endangered, threatened or candidate species on their property, it is likely they are already working with the USFWS or state wildlife agencies to ensure their operation continues and provides long-term habitat.

5.2.1 Zinc Phosphide

County Weed and Pest districts are likely to have involvement in treatment of prairie dogs using zinc phosphide. We recommend including them in addition to Wildlife Services.

5.2.4 Farm and Ranch Land

The paragraph states *"Thus, the release of ferrets and associated management activities are not expected to change or disrupt current land uses or contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses. In fact, the proposed action may result in prolonged use of enrolled lands for agricultural uses."* The WDA encourages the USFWS to emphasize the compatibility and importance of livestock grazing to prairie dog habitats. Also, it is imperative to discourage any statements or stipulations in the Reintroduction Plan to reduce or eliminate grazing, but rather develop compatible grazing plans benefiting rangelands, grazing, and prairie dogs.

5.2.5 Socioeconomic

The USFWS neglects to include non-agricultural uses some landowners may forgo due to the ferret reintroduction program. These uses could include mineral development or renewable energy development. We encourage the USFWS to analyze the socioeconomic impacts of lost revenues to landowners and local communities where energy development is likely, but will not occur in the Conservation Areas. The last paragraph of this section regarding carbon emissions seems out of place and we recommend removing.

5.3 Alternative C-Individual Safe Harbor Agreements

We encourage the USFWS to include and analyze the impacts of ferret dispersal to neighboring ranches and federal/state lands where a programmatic Agreement is not in place. This topic was a substantial concern from leaders in the agriculture industry and we emphasize the importance of ensuring this is covered throughout the EA and the Agreement.

7.0 Comparison of Alternatives

The alternatives comparison tables include *"impacts"* and *"benefits"* to Threatened, Endangered and Candidate Species, as well as Wildlife, but neglects to include both impacts and benefits for Environmental Justice, Farm and Ranch Lands or Socioeconomics. We recommend revising these tables to include both impacts and benefits throughout the table.

Appendix A

- **Surface Water:** *"All conservation activities implemented as described in Chapter 3.2, will occur outside of any surface water. Therefore the Proposed Alternative will not alter or reduce water quality or quantity."*
 - **Comment:** We believe it is premature to state no conservation activities will occur outside any surface water. Will the USFWS deny a reintroduction site if the prairie dog towns may already exist near surface waters?
- **Soils:** *"Activities will not increase soil erosion because they do not involve ground disturbance."*
 - **Comment:** Increasing prairie dog towns is an "activity" and causes wind and soil erosion. We request the USFWS further analyze this environmental component.
- **Livestock Grazing:** *"Activities will not require changes in livestock grazing."*
 - WDA strongly disagrees with this statement. Livestock producers are possibly reducing livestock stocking rates in the project area due to increased forage consumption by prairie dogs. Also, the USFWS determined there may be changes to the project due to natural disasters such as drought or fire. Finally, the USFWS may require adjustments to grazing during times when prairie dog bait is applied. We request further analysis of the range of scenarios and how these will impact livestock grazing.
- **Mining:** *"Activities will not affect mining operations"*
 - **Comment:** The reintroduction of ferrets does affect the ability to open or expand mining operations, such as coal or uranium, according to the stipulations set forth in the Conservation Area. This also applies to oil and gas development. (See 7.0 Conservation, page 18, second paragraph of the Agreement)

Programmatic Safe Harbor Agreement

1.0 Introduction

We understand the USFWS is seeking landowners who will cooperate on a long-term basis. The Certificate of Inclusion has a minimum term of 10 years. We are concerned the EA and the Agreement misguide the reader to believe the Certificate of Inclusion is a contract and there are penalties for not meeting the 10 year minimum. We ask the USFWS to ensure both the EA and the Agreement convey the program is voluntary and the landowner can withdrawal from the program at any point with no penalty.

The USFWS has had numerous petitions to list the different species of prairie dogs. The Gunnison prairie dog is already listed as a Candidate Species. The WDA asks the USFWS to address how listing the black-tailed or white-tailed prairie dogs, in addition to the Gunnison, could impact the program or the participating landowners.

The last paragraph on page 13, discusses "*potential delisting criteria.*" The WDA strongly supports concrete delisting criteria before moving forward with additional reintroduction sites under the Agreement. It is unlikely we would encourage landowners to sign an Agreement with a moving delisting target.

We believe it is important for participating landowners to know how their land and reintroduction site contributes towards the delisting of the ferret. The table on page 14 indicates there are 19 existing relocation sites. Using the existing relocation sites as an example, and the proposed delisting criteria, only four of those existing sites would actually meet the USFWS criteria. We ask USFWS reevaluate what the 19 sites would take to make a more significant impact to delisting the ferret, and then establish, realistic, obtainable goals, timelines, and criteria for both downlisting from endangered to threatened and from threatened to delisting before proceeding with the Agreement.

5.0 Eligible Lands

We understand the ferret reintroduction sites need established and occupied prairie dog colonies to succeed. However, we believe the USFWS is causing confusion within the Agreement by stating only landowners with the established acreage are eligible, yet the Agreement also states it is "*programmatic in nature and applicable across the 12-state historical range of the ferret.*" Later on page 30, it discusses how a non-participating landowner can receive assurances. We believe the USFWS should simplify the process and cover all lands in the 12-state historical range, regardless of the size of their occupied prairie dog colonies, and regardless if they only receive ferrets dispersing from a neighboring ranch.

6.0 Baseline Determination

We question the USFWS providing only set baseline determination on ferrets, when we already know this is zero. Instead, the prairie dog colony should instead set baseline determination. Should a landowner forgo prairie dog control in support of increasing ferret populations, but later determines the program is deemed inappropriate for his/her operation, the USFWS should appropriate funding to bring the prairie dog colony back to its original baseline.

Additionally, we ask the USFWS to consider how a landowner with a smaller prairie dog colony (i.e. 1,000 acres) can participate. Should they wait in hopes of their prairie dog colony increasing? The USFWS may overlook smaller landowners willing to reintroduce ferrets.

7.0 Conservation Activities

The WDA provided comments in the EA regarding the importance of clarifying the goals and conservation actions in the Conservation and Management Zones. We reiterate our concern regarding the misuse of the Management Zone. The Management Zone was proposed as a buffer to keep prairie dogs or ferrets from moving to neighboring private, state, or federal lands. It also allowed fewer restrictions for energy development. We urge the USFWS to revisit this critical component of the EA and Agreement.

The WDA understands different agencies and organizations have the expertise and funding to support the proposed conservation activities on the reintroduction sites. However, we emphasize the importance of transparency of what partners are necessary for the project and each participating landowner has final say of who he/she will allow on their property. USFWS must include this caveat in both the EA and the Agreement.

Page 22, third paragraph discusses provisions for the Cooperator to bring the appropriated lands back to baseline. WDA believes it is important for USFWS to set a specific amount of time for the Cooperator to provide a written request to withdrawal from the Agreement. We recommend 90 days notice. This timeline would allow the USFWS to trap ferrets for relocation purposes and to begin the planning process for bringing the prairie dog population back to or below the original colony size.

10.2 Cooperator

The USFWS attempts to clarify the role and responsibilities of the Cooperator. We have the following changes:

- 10.2 C: *“Except as identified in 10.2F and as required by law...”*
 - Comment: 10.2 F discusses take. 10.2 C discusses providing notice for access. Recommend removing any reference to take.
- 10.2 F: *“Notify the Permittee of any planned activity that the Cooperator reasonably anticipates may result in take of black-footed ferrets on enrolled lands so that efforts to recapture any animals can occur in the fall to the extent possible, when trapping success can be maximized.”*
 - Comment: We understand any planned activity would require a contingency plan, which is described under section 11.0 Changed Circumstances. It seems unreasonable to trap ferrets unless the Cooperator decides to cooperatively develop a written contingency plan or withdrawal from the Agreement and go back to baseline. We recommend revising this section accordingly.
- 10.2 G:
 - Comment: Both 10.2 D and 10.2 G discuss take or dead animals. We recommend merging the two. If a landowner finds a dead ferret, is this considered take? Additionally, 10.2 D requires *“7 calendar days”* notice, while 10.2 G requires *“five working days.”* These should be the same.
- General:
 - Comment: WDA recommends creating a clear list of what the Cooperator is not responsible for. Examples include: financial, monitoring, plague treatments, removing livestock, etc.

12.0 Agreement Duration:

The Agreement and Enhancement of Survival permit is effective for 50 years, with a 10 to 40-year commitment. Why not extend the Agreement for the full 50 years for those who so choose? Additionally, this particular program is written in conjunction with the proposed NRCS financial incentive under the Wildlife Habitat Incentives Program. WDA strongly recommends the NRCS funding directly correlates with the proposed timelines to ensure landowners do not prematurely withdrawal from the program due to insufficient incentive funding.

13.0 Assurances to a Cooperator

We support the USFWS providing assurances for participating in these voluntary programs. The first sentence states, *“Provided that a Cooperator complies with the provisions outlined in the Agreement and Certificate of Inclusion and detailed in the Reintroduction Plan developed for the enrolled lands, the Service will provide assurances through the Certificate of Inclusion, that no additional restrictions will be applied throughout the term of the Certificate of Inclusion.”* In this case, where no wild ferrets occur without human intervention, it seems inappropriate to threaten landowners with additional and unknown restrictions should ferrets inhabit private property. We strongly urge the USFWS provide transparency with specific examples of legal restrictions and scenarios if a ferret were to enter their private property and they did not have a signed Agreement.

13.0 B and C. provide the Cooperator with assurances on their lands adjacent to the reintroduction site. We would support the programmatic Agreement to cover all lands in the historical range, not just the designated prairie dog colonies where

reintroductions will take place. This would also cover dispersing ferrets in search of appropriate habitat on adjoining lands, both Cooperator owned and neighbor owned.

14.0 Non-participating neighboring Landowners

Again, the USFWS threatens non-participating landowners with statements such as, *"The intra-Service ESA section 7 consultation on the issuance of the permit under this Agreement will provide incidental take coverage to non-participating landowners should ferrets disperse to their lands. If a non-participating landowner desires additional written assurances that the Service would not impose land-use restrictions or commitments as a result of dispersing ferrets on their lands, he/she would sign a Non-Participating Landowner Statement (Appendix F)."*

We reiterate our comments above regarding USFWS imposing land-use restrictions on unsuspecting landowners with dispersing ferrets, which are considered an experimental population. The reintroduction of ferrets by one landowner could cause extensive hardships on non-participants, which would in-turn cause unnecessary neighbor disputes. We recommend USFWS seriously revisit how they plan to address dispersing ferrets, clearly outlining risk and restrictions for non-participants, and utilizing the programmatic Agreements across the entire historical habitat.

15.1 Modifications of the Agreement or Reintroduction Plans

The first sentence, first paragraph states *"Any party to this Agreement or the associated Reintroduction Plan may propose modifications by providing written notice..."* This statement is open to interpretation with the cooperating landowners at the mercy of non-governmental wildlife organizations proposing modifications of increasing in minimum acreages in the Conservation Zones, eliminating the Management Zone activities to lethally remove prairie dogs, eliminating or reducing grazing, etc. We believe the modifications should only be between the Permittee and the Cooperator.

15.3 Early Termination of the Agreement

The USFWS should provide a brief explanation of what constitutes an early termination. The first sentence states the Permittee may terminate the Agreement or the Reintroduction Plan. *"In such circumstances, the Cooperator may return the enrolled lands to baseline conditions..."* We understand if the Agreement is terminated, the Permittee will return the formerly enrolled lands back to baseline, including trapping ferrets, and lethally removing prairie dogs back to the original acreage. Cooperators should have no financial or other obligation to bring the lands back to baseline.

The next sentence states, *"However, if the Cooperator terminates the Reintroduction Plan early, they relinquish all take authorities and assurances provided to them through the Certificate of Inclusion."* If the Agreement is terminated, the USFWS will bring the ferret baseline back to zero and the prairie dog population back to its original colony size. The threat of relinquishing take authorities and assurances is an inappropriate way to scare landowners. The landowner should not have a fear of take, because the ferrets should be gone. The WDA strongly urges the USFWS revise both the EA and Agreement to remove all threatening and imposing statements such as this.

16.0 Permit Suspension or Revocation

This section states: *"The FWS may revoke the permit for any reason set forth in 50 CFR 13.28(a)(1) through (4). (1) the permittee willfully violates any Federal or State statute..."* We understand the "Permittee" is the Black-footed Ferret Coordinator and is an employee of the USFWS, and the "Coordinator" is the participating landowner. We believe this section needs revised to ensure the language used in the EA and Agreement are consistent with previous USFWS language.

Further down it states, *"The FWS may revoke the permit if continuation of the permitted activity would either: (1) appreciably reduce the likelihood of survival and recover in the wild of any listed species; (2) directly or indirectly alter designated critical habitat such that it appreciably diminishes the value of that critical habitat for both the survival and*

recovery of a listed species." This program uses domestically raised ferrets, which are released as non-essential, experimental population. Private land the ferrets are released on, is not, and should not be considered critical habitat.

The last sentence discusses the ability for the USFWS to *"...capturing and relocating the species, compensating the landowner to forgo the activity, purchasing an easement or fee simple interest in the property, or arranging a third party acquisition of an interest in the property."* Landowners who participate should in no way experience any legal ramifications, such as the above statement, when they are voluntarily using their private lands to increase the ferret population. We urge the USFWS to consider the risk and additional bureaucratic obligations private landowners are enduring for this program and ask you to revise the EA and Agreement by taking away the unnecessary inflammatory language and legal ramifications.

Certificate of Inclusion

The Certificate of Inclusion states *"The Permit authorizes incidental take of black-footed ferrets from certain activities by participating landowners (Cooperators)..."* We believe the EA and Agreement should have a broad list of approved activities to alleviate inconsistencies between relocation sites, states, and agency personnel.

Appendix B

The template states, *"Up to 20 ferrets will be released within the Conservation Zone..."* This is under the assumption every ranch will only have the minimum acreage between 1,500 – 3,000 acres. We would encourage the USFWS to release the appropriate number of ferrets according to each individual site.

Section 4.0 B, state *"Application can take several days to several weeks depending on acreage treated and size of work crews."* We would ask USFWS to address notification of access for treatments, especially when it may take multiple trips over several weeks of time.

Section 6.0 discusses changed circumstances. While drought, fire, disease, etc. may require changes by the USFWS, the WDA also encourages the NRCS address these changes in circumstances for payments to enrolled landowners.

Section 9.0 includes information on modifying the agreement. The first paragraph mentions *"Any party to this Reintroduction Plan may propose amendments by providing written notice to the other parties explaining the proposed amendment and the reasons for the amendment."* WDA discourages the process provided for making modifications. We would rather the agency or organizations send their amendment to the Permittee, who is the main contact person. We believe the Permittee and the Cooperator should have final say in changes to the agreement. Agencies and organizations amending the Reintroduction Plan to fit their individual needs or missions will likely de-rail the intent of the program.

The second paragraph provides how a Certificate of Inclusion is amended. We ask USFWS clarify who actually files for an amendment. We would support appropriating the Permittee from the USFWS as the only staff or agency to file for this amendment.

The last paragraph of the Modification section provides early termination information. There are two points we ask USFWS to address: 1) conservation activities and 2) consequences of early termination. We again mention the need for clarification of conservation activities to alleviate unnecessary burdensome conservation activities and inconsistencies between relocation sites. Please see the Certificate of Inclusion comments above. Also, we have provided comments regarding the USFWS including statements such as, *"...if the Cooperator terminates the Reintroduction Plan early, they relinquish all take authorities and assurances provided to them through the Certificate of Inclusion."* Again assuming the

baseline for ferrets is zero, there is no need for the USFWS to threaten or scare Cooperators of removing take authorities or assurances.

The WDA appreciates the opportunity to comment. We believe the USFWS should consider and address a significant number of changes to the EA and Agreement prior to proceeding. If you have questions or comments, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Jason Fearneyhough". The signature is fluid and cursive, with the first name "Jason" being particularly prominent.

Jason Fearneyhough
Director

JF/jw

CC: Governor's Policy Office
Wyoming Board of Agriculture
Wyoming Stock Growers Association
Wyoming Wool Growers Association
Wyoming Farm Bureau Federation
Wyoming State Grazing Board
Wyoming Association of Conservation Districts
Wyoming Game and Fish Department
Wyoming State NRCS
Rocky Mountain Farmers Union