

MEMORANDUM OF UNDERSTANDING  
FOR  
CONSERVATION AND MANAGEMENT OF SPECIES OF CONSERVATION CONCERN  
ASSOCIATED WITH PRAIRIE ECOSYSTEMS

## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to provide, under auspices of the Western Association of Fish and Wildlife Agencies (WAFWA), for interagency cooperation in conservation and management of species associated with prairie ecosystems of the Western Great Plains (i.e. parts of Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Wyoming, and Utah). The primary focus is on federally-listed species, state-listed species, and species of conservation concern. The participating agencies agree that cooperation is necessary to collect and analyze data on these species and their habitats, and to plan and implement actions necessary to establish and/or maintain viable populations of each species that are sufficient to preclude present or future endangerment, within the constraints of approved budgets.

Parties to this MOU are collectively referred to herein as Signatories.

## **II. Background**

The Signatories have been involved in a variety of long-standing and recently initiated efforts to conserve and manage wildlife and habitats in the Western Great Plains. Many of these efforts have been conducted with a single species approach. Despite significant successes to date, the Signatories believe it is in their best long-term interest to move toward a landscape level approach that enables better planning and coordination, efficiency in time and scale of accomplishment, and greater cost effectiveness. The Signatories recognize that such a transition will take time, require adaptive management to respond to emerging needs and priorities, and present unique challenges in terms of process management, shared decision-making, and increased emphasis on community based conservation. They also recognize that as they move toward a landscape level or ecosystem focused, they must ensure that their commitment to conservation and management of individual species cannot be diminished such that imperilment occurs. Given these considerations, in 2004 WAFWA directed its Habitat and Nongame and Endangered Species committees to use renewal of an MOU for black-tailed prairie dog conservation as a vehicle for beginning the transition toward an ecosystem approach (i.e. prairie) in the Western Great Plains. WAFWA also directed the two committees to ensure that the prairie effort is fully coordinated with, and complementary to, a companion effort to conserve sagebrush and sage-steppe communities (and associated species of wildlife) in the Great Basin, because the two biomes share many important species.

### **III. Objectives**

The Signatories agree to accomplish the following conservation objectives:

1. Recognize that because the white-tailed prairie dog (WTPD) and Gunnison's prairie dog (GPD) inhabit sage-steppe and prairie scrub ecosystems rather than grasslands, they will fall under the purview of the WAFWA Sagebrush MOU when a new one is developed in 2007.
2. Develop a WTPD and GPD conservation strategy by January 31, 2006 to complement WAFWA's existing black-tailed prairie dog conservation strategy.
3. Develop state-specific prairie dog management plans, or integrate prairie dog management components into other state-specific and/or regional management plans, as appropriate, by December 31, 2007.
4. Develop a cohesive, comprehensive, WAFWA prairie conservation strategy by June 30, 2010 that integrates pertinent components of companion efforts for the WTPD, GPD, BTPD, black-footed ferret, swift and kit foxes, lesser prairie chicken, mountain plover, burrowing owl, ferruginous hawk, Swainson's hawk, loggerhead shrike, and, as appropriate and feasible, other shrub and grassland species in the Western Great Plains.
5. Coordinate with, establish, or otherwise convene various conservation teams, work groups, etc. as necessary to implement this MOU.
6. Cooperate to maintain and enhance, to the extent practicable, the populations and habitats of the species addressed pursuant to this MOU.
7. Coordinate with, as necessary and appropriate, companion conservation efforts in the United States, Canada, and Mexico.
8. Enhance awareness of the Signatories and local communities, industries, nongovernmental organizations, and private individuals regarding this conservation effort, and encourage and enhance their participation in partnerships to accomplish mutually agreeable conservation objectives.
9. Remain aware of, and inform WAFWA on, any legal, regulatory, or policy action associated with the species addressed pursuant to this MOU.

### **IV. Actions**

1. WAFWA will identify a State Director to serve as Sponsor for this MOU.
2. The State Sponsor or their designee will:
  - a. Approve additional Signatories and modifications to this MOU;
  - b. Collaborate with IAFWA in contracting an Interstate Coordinator for this MOU; and
  - c. Provide appropriate guidance to the Interstate Coordinator for managing this MOU, including (i) ensuring timely, effective coordination with the companion WAFWA conservation effort for sagebrush and sage-steppe habitats and the species therein; and (ii) integrating this conservation effort into WAFWA's support for development of a Western Shrubland Science and Management Information Consortium.

3. The Interstate Coordinator will serve as Chair for WAFWA's Prairie Dog Conservation Team and liaison to WAFWA's sagebrush and sage-steppe conservation program.
4. The Interstate Coordinator will facilitate the Signatories' efforts to identify and implement the most appropriate way(s) to collect data (e.g. rangewide survey and monitoring recommendations) for the species addressed pursuant to this MOU.
5. The Interstate Coordinator will assist WAFWA in integrating WTPD and GPD strategies into its sagebrush and sage-steppe conservation effort.
6. The Interstate Coordinator will facilitate Signatory cooperation in developing major media releases and media projects, as well as website support and other public outreach efforts, pursuant to this MOU.
7. The Interstate Coordinator will provide quarterly reports to WAFWA and IAFWA in April, July, and October, an Annual Report to WAFWA and IAFWA in February of each year, progress reports to WAFWA's Habitat Committee at annual WAFWA Summer Conferences and Mid-Winter Business Meetings, and an annual report to the Prairie Dog Conservation Team.
8. The Interstate Coordinator will provide appropriate grant progress reports to the National Fish and Wildlife Foundation in May 2006 (Phase 2 Report).
9. The Signatories will assist the Interstate Coordinator as necessary to ensure timely, effective, and well coordinated activities and completion of products and services pursuant to this MOU.
10. The Signatories will cooperate to maintain, and enhance to the extent practicable, viable populations and habitats of the species addressed pursuant to this MOU.
11. The Signatories will assist the Interstate Coordinator in ensuring local governments, communities, private citizens, and other interested and affected parties are informed on the status of this conservation effort, including ways that might provide local economic benefits.
12. The Signatories will recognize and respect the separate authorities of each signatory agency and the interests of other affected or interested parties.
13. The Signatories will cooperate in providing financial support for the Interstate Coordinator for this MOU, with a total annual budget of: YR1 \$112,000; YR2 \$112,000; YR3 \$116,000; YR4 \$118,000; and YR5 \$123,000 (the intent is for 50% of the stated annual amounts to be contributed by State Wildlife Agencies and 50% by Federal Agencies).
14. The Signatories will provide facilities, equipment, logistical support, authorizations, and permits as necessary and available to implement this MOU.

## **V. Authorities**

This MOU is among various WAFWA States and the Bureau of Indian Affairs, Bureau of Land Management, Department of Defense, National Park Service, Natural Resources Conservation Service, U.S.D.A. APHIS Wildlife Service, U.S.D.A Forest Service, U.S. Fish and Wildlife Service, and U.S. Geological Survey, under provisions of the following Federal laws:

Federal Land and Policy Management Act of 1976 (43 U.S.C. 1701 et seq.)  
Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.)  
Fish and Wildlife Coordination Act (16 U.S.C. 661-667)  
Multiple-Use Sustained-Yield Act [of 1960] (16 U.S.C. 528-531)  
Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641-48)  
National Forest Management Act of 1976 (16 U.S.C. 1600 et seq.)  
Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.)  
National Wildlife Refuge Administration Act of 1966, as amended by the National Wildlife  
Refuge System Improvement Act of 1997 (16 U.S.C. 668dd et seq.)

## **VI. Terms and Conditions**


It is mutually agreed and understood by and between the Signatories that:

1. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate Federal Agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Signatories to this MOU will be handled in accordance with applicable regulations, and procedures, including those for federal government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Signatories and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
2. This MOU in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations, and individuals.
3. This MOU is executed as of the last date shown below and expires five years from the execution date, at which time it will be subject to review, renewal, or expiration.
4. Modifications within the scope of this MOU shall be made by issuance of a mutually executed modification prior to any changes being performed.
5. Any party to this MOU may withdraw with a 60-day written notice to the State Sponsor.
6. Any press releases with reference to this MOU, the Signatories, or the relationship established between the Signatories of this MOU, shall be reviewed by the Interstate Coordinator and State Sponsor prior to release.
7. In any advertising done by any of the Signatories, this MOU shall not be referred to in a manner that states or implies that any Signatory approves of or endorses unrelated activities of any other.
8. During the performance of this MOU, the Signatories agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.
9. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.


10. The Signatories agree to implement the provisions of this MOU to the extent personnel and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations, or directives by which the Signatories must legally abide.

## VII. Approval

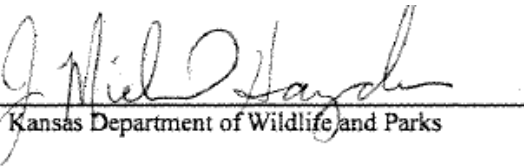
In witness thereof, the Signatories hereto have executed this Memorandum of Understanding as of the last written date below.

Approved   
Arizona Game and Fish Department

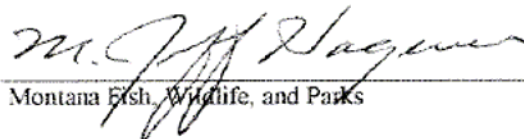
Date 2-14-06

Approved   
Colorado Division of Wildlife

Date 1/8/06

Approved   
Kansas Department of Wildlife and Parks


Date 01/31/06

Approved   
Montana Fish, Wildlife, and Parks

Date 1/19/06

Approved   
Nebraska Game and Parks Commission

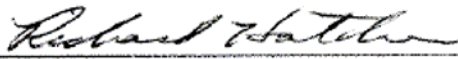
Date January 30, 2006

Approved   
New Mexico Department of Game and Fish

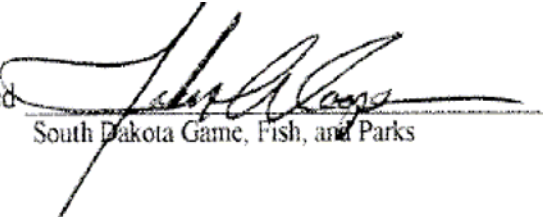
Date 1-8-06

Approved   
North Dakota Game and Fish Department

Date 1/31/06

Approved   
Oklahoma Department of Wildlife Conservation

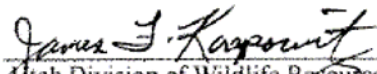
Date 1-5-06

Approved   
South Dakota Game, Fish, and Parks

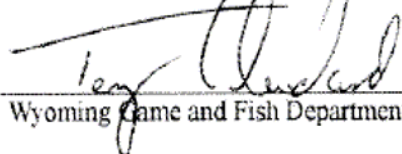
Date 1/8/06

Approved   
Texas Parks and Wildlife Department

Date 2/17/06

Approved   
Utah Division of Wildlife Resources

Date 1/8/06

Approved   
Wyoming Game and Fish Department

Date 1/8/06

Approved \_\_\_\_\_  
Bureau of Indian Affairs

Date \_\_\_\_\_

Approved \_\_\_\_\_  
Bureau of Land Management

Date \_\_\_\_\_

Approved \_\_\_\_\_  
Department of Defense

Date \_\_\_\_\_

Approved   
National Park Service, Intermountain Regional Director

Date 12/20/07

Approved   
National Park Service, Midwest Regional Director

Date 1-2-2008

Approved \_\_\_\_\_  
Natural Resources Conservation Service

Date \_\_\_\_\_

Approved   
USDA/APHIS Wildlife Services

Date 4/12/06

Approved \_\_\_\_\_  
USDA Forest Service

Date \_\_\_\_\_

Approved   
US Fish and Wildlife Service

Date 4/14/06

Approved   
U.S. Fish and Wildlife Service

Date 6/6/2006