

**MASTER MEMORANDUM OF UNDERSTANDING  
between the**

**U. S. Department of the Interior  
Bureau of Land Management**

**and the**

**U. S Department of Agriculture  
Animal and Plant Health Inspection Service  
Wildlife Services**

**I. Introduction**

This MASTER MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter referred to as the BLM, and U. S. DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE-WILDLIFE SERVICES, hereinafter referred to as APHIS-WS.

**II. Purpose**

The purpose of this MOU is: (1) to establish general guidelines to assist field personnel in carrying out their wildlife damage management (WDM) responsibilities consistent with the policies of BLM and APHIS-WS; (2) to strengthen the cooperative approach to WDM on BLM lands through exchange of information and mutual program support; (3) to reaffirm working relationships with State governments; (4) to identify responsibilities in compliance with the National Environmental Policy Act (NEPA) implementing guidelines of the respective agencies; and (5) foster a partnership in fulfilling the Federal commitment under the Act of March 2, 1931 (46 Stat. 1468, 7 U.S.C. §§ 426-426b), as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. § 426c), for the management of wild vertebrates causing damage on BLM lands in accordance with the Federal Land Policy and Management Act (FLPMA) 43 U.S.C. Section 1201 *et seq.*

**III. Statement of Mutual Benefit and Interest**

The parties recognize the importance of effective WDM on lands under the administrative jurisdiction of the BLM including control of predation by individual animals or local populations to achieve land and resource management objectives. Further, it is mutually recognized that the tools and procedures available to APHIS-WS for managing populations must be used in a professional manner according to a WDM plan developed in compliance with NEPA, the Endangered Species Act, the Act of March 2, 1931, and the Act of December 22, 1987.

Both agencies recognize that without proper management, damage in the form of predation on livestock and wildlife, including on or by Federally-threatened and endangered species, as well as wildlife damage to other resources and negative impacts to human health and safety can occur. Both agencies have an interest in limiting wildlife and feral animal damage, so as to protect other multiple-use objectives. Both agencies also agree that in evaluating the need for, and in conducting WDM programs, multiple-use objectives must be considered.

#### **IV. Authorities**

This MOU is consistent with the provisions of the following statutes, as amended, and Executive Orders:

- Act of March 2, 1931 (46 Stat. 1468, 7 U.S.C. §§ 426-426b)
- Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. § 426c)
- Bald and Golden Eagle Protection Act of 1940 (16 U.S.C. §§ 668-668d)
- Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544)
- Federal Land Policy and Management Act of 1976 (43 U.S.C. §§ 1701-1785)
- Fish and Wildlife Act of 1956 (16 U.S.C. § 742a et seq.)
- Fish and Wildlife Conservation Act of 1980 (16 U.S.C. §§ 2901-2911)
- Migratory Bird Treaty Act of 1918 (16 U.S.C. §§ 703-712)
- Multiple-Use Sustained-Yield Act [of 1960] (16 U.S.C. §§ 528-531)
- National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4370d)
- Public Rangeland Improvement Act of 1978 (43 U.S.C. §§ 1901-1908)
- Responsibilities of Federal Agencies to Protect Migratory Birds, Executive Order No.13186, 66 Fed. Reg. 3853 (Jan. 17, 2001)
- Responsibilities of Federal Agencies to Prevent and Control Invasive Species, Executive Order No. 13112, 64 Fed. Reg. 6183 (Feb. 8, 1999), amended by Executive Order No. 13286, 68 Fed. Reg. 10619 (Mar. 5, 2003)
- Responsibilities of Federal Agencies Facilitation of Hunting Heritage and Wildlife Conservation Executive Order No. 13443, 72 Fed. Reg. 46537 (Aug. 20, 2007)

#### **V. BLM**

The mission of the BLM is to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. The BLM is responsible for administering management of more than 245 million surface acres. These lands, mostly in 12 Western States, including Alaska, are characterized predominately by extensive grasslands, forests, high mountains, arctic tundra, and desert landscapes. The BLM manages these lands for multiple uses, including energy and minerals, timber, forage, recreation, wild horse and burro herds, fish and wildlife habitat, wilderness areas, and archaeological, paleontological, and

historical sites.

While the States possess primary authority and responsibility for managing the resident wildlife within their respective borders on land administered by the BLM, the BLM is responsible for managing habitat to support sustainable wildlife populations. For purposes of this MOU, the terms "wildlife" and "feral animals" shall not include wild horses or burros, as defined in Public Law No. 92-195 (Dec. 15, 1971).

## **VI. APHIS-WS**

The APHIS-WS is the Federal agency with the expertise and authority under the Act of March 2, 1931, as amended, and the Act of December 22, 1987, for providing WDM services. This includes maintaining technical expertise in the science of WDM, its control tools and techniques, and conducting research and management programs.

TO IMPLEMENT THE FOREGOING, the parties agree as follows where the BLM lands are involved:

## **VII. BLM Shall:**

- A. Cooperate with APHIS-WS in the development and annual review of WDM plans affecting the BLM lands and resources and ensure they are consistent with FLPMA and other Federal laws.
- B. Cooperate with APHIS-WS to identify areas on the BLM lands where mitigation or restrictions may be needed to comply with BLM's land use plans. Assist APHIS-WS in reviewing annual operating plans for consistency with the BLM land use plans.
- C. When requested, provide information and assistance to APHIS-WS during the NEPA processes.
- D. Invite APHIS-WS participation in all applicable BLM training at the National, State, and Field Office level, especially the NEPA and Wilderness training.
- E. Involve APHIS-WS in the amendment/revision of land use plans which may have an impact on WDM activities and NEPA documents.

## **VIII. APHIS-WS Shall:**

- A. Evaluate WDM needs in cooperation with the BLM, State agencies, grazing permittees, adjacent landowners, and any other resource owner or manager, as appropriate.
- B. Develop and annually update WDM work plans in cooperation with the BLM and appropriate State and Federal agencies, tribes, permittees, and others. With the BLM, identify human health and safety zones and other areas where mitigation or restriction of WDM activities may be needed to comply with land use plans.
- C. Be responsible for the NEPA compliance for predator and invasive species damage management, and wildlife disease management activities initiated by APHIS-WS and other WDM activities as agreed upon by APHIS-WS on the BLM lands and to coordinate with the BLM and appropriate State and local agencies and tribes in completing the NEPA process for such activities.
- D. Notify the BLM about WDM requests prior to the execution of WDM activities. In most cases this notification is accomplished via the WDM work plan.
- E. Inform the BLM about the results of WDM activities initiated by APHIS-WS in a timely manner in an annual report, by State, or as otherwise described in the WDM operating plan, summarizing the results of all WDM on BLM lands. The annual report shall list the names and amounts of pesticides used.
- F. Provide access to operating plans, associated maps if developed, and current NEPA analysis to BLM State and local offices on a yearly or regular basis as changes to WDM activities occur.
- G. Include within WDM activities feral animal control, as appropriate, on public lands to protect migratory birds, other wildlife, human health and other resources.

**IX. Both Parties Shall:**

- A. Participate, as needed, in State agreements relating to WDM on BLM lands with the appropriate State and Federal agencies.
- B. Allow for interagency coordination and review of the effects of WDM activities on BLM lands and resources and indicate how this coordination and review will take place before APHIS-WS makes final decisions on management plans that it develops.
- C. . Meet annually (BLM and APHIS-WS State Director, or their designees), or more often if needed, to coordinate management operations. BLM and APHIS-

WS may agree to have other parties or agencies with shared or related responsibilities present at these annual meetings such as the State Wildlife Agency Director, State Department of Agriculture, and the Forest Service Regional Forester, or their designated representatives.

- D. Elevate any issues regarding implementation of this agreement that cannot be resolved to the next higher level for resolution.

**X. It is Mutually Agreed and Understood That:**

- A. This MOU shall supersede the National-level MOU dated March 21, 1995, between APHIS-WS and BLM, and supplements and amendments thereto, relating to the conduct of WDM programs by the parties on BLM lands. State and regional MOUs would be amended to be consistent with this National MOU as needed.
- B. Nothing in this MOU is intended to modify in any manner the present cooperative programs of agency with States, other public agencies, or educational institutions.
- C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- D. Nothing in this MOU shall obligate either the BLM or APHIS-WS to expend appropriations or to enter into any contract or other obligations.
- E. All WDM activities on BLM lands will be coordinated with appropriate State and Federal agencies.
- F. This MOU takes effect upon the signature of the BLM and APHIS-WS and shall remain in effect for five years from the date of signature unless it is superseded or terminated. This MOU may be extended or amended upon written request of either the BLM or APHIS-WS and the subsequent written concurrence of the other(s). Either the BLM or APHIS-WS may terminate this MOU for any reason without penalty or further obligation with a 60-day written notice to the other agency.
- G. The principal contacts for this agreement are:

Dwight Fielder, Division Chief

William Clay, Deputy Administrator

Department of the Interior  
Bureau of Land Management  
Fish and Wildlife  
Conservation (WO 230)  
1849 C St., N.W. (2134 LM)  
Washington, D.C. 20240  
Phone #: 202-912-7230

USDA Animal & Plant Health  
Inspection Service–Wildlife Services  
P.O. Box 96464  
Washington, D.C. 20090  
Phone #: 202-720-2054

**XI. EFFECTIVE DATE:**

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH  
INSPECTION SERVICE-  
WILDLIFE SERVICES

/s/ Acting, Celia Boddington  
Director

/s/ William H. Clay  
Deputy Administrator

Date: August 29, 2012

Date: August 27, 2012