

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.

For purposes of this agreement, APHIS-WS Wildlife Damage Management (WDM) action refers to managing damage caused by vertebrate wildlife on BLM-administered lands to meet one or more of the following objectives: to minimize livestock losses due to predation by coyotes, mountain lions, and other predators; to manage wildlife diseases; to prevent wildlife threats to human health and safety; to manage damage caused by invasive species, such as feral hogs; and to protect other wildlife, plants, habitat, and other resources from damage caused by wildlife.

II. Purpose

The purpose of this MOU is: (1) to establish general guidelines to assist APHIS-WS field personnel in carrying out their WDM responsibilities consistent with the policies of the BLM and APHIS-WS; (2) to strengthen the cooperative approach to WDM on BLM-administered lands through exchange of information and mutual program support; (3) to identify responsibilities consistent with the National Environmental Policy Act (NEPA) procedures of the respective agencies; and (4) to foster a partnership in fulfilling the federal commitment under the Act of March 2, 1931 (46 Stat. 1468, 7 U.S.C. §§ 8351-8352), as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. § 8353), for the management of wild and feral vertebrates causing damage on BLM lands in accordance with the Federal Land Policy and Management Act of 1976 (FLPMA) 43 U.S.C. §§1701 *et seq.* 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).

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 management of predation or damage caused by individual animals or local populations, to alleviate human-wildlife conflicts. Further, the parties mutually recognize that the tools and procedures available to APHIS-WS for managing damage must be implemented according to a WDM plan developed in compliance with NEPA, the Endangered Species Act, the Act of March 2, 1931, as amended, and the Act of December 22, 1987.

Both agencies recognize that without management, wildlife conflicts might result in damage to livestock, pets, natural resources, and human health and safety. Both agencies have an interest in reducing wildlife and feral animal damage as part of their respective agency missions. Both agencies also agree WDM must consider multiple-use objectives of public lands.

APHIS-WS and the BLM recognize that Congress established the National Wilderness Preservation System through the Wilderness Act of 1964 (16 U.S.C. §§ 1131-1136) and additional federal laws that designate specific wilderness areas. FLPMA also provides additional Congressional direction regarding the management of wilderness study areas. BLM Manual 6340—Management of Designated Wilderness Areas (2012) and BLM Manual 6330—Management of BLM Wilderness Study Areas (2012) provide direction concerning WDM activities that may occur within these areas on BLM-administered land. APHIS-WS and BLM further recognize that Congress has enacted legislation that establishes other types of special designations: Wild and Scenic Rivers (Wild and Scenic Rivers Act of 1968); National Monuments (Antiquities Act of 1906); National Conservation Areas (FLPMA) and similar designations; and National Scenic and Historic Trails (per the National Trails System Act). The above units—including Wilderness Areas—comprise the BLM’s National Landscape Conservation System. Both parties will ensure that any WDM activity taking place in a unit of the National Landscape Conservation System will be consistent with the requirements of the applicable designating legislation and BLM regulations, land use plans, and policies.

APHIS-WS and the BLM also recognize that public recreation activities are an important and growing use of BLM-administered lands. Any WDM must be implemented in a manner and location that prioritizes the safety and recreation experience of public land visitors and pets and aligns with the BLM’s mission and other multiple use management objectives.

IV. Authorities

Authorities for the signatories to enter into this MOU include FLPMA (43 U.S.C. §§ 1732(b) and 1737(b)) and the Act of March 2, 1931 (46 Stat. 1468, 7 U.S.C. §§ 8351-8354), as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. § 8352).

V. BLM

The mission of the BLM is to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations. The BLM is responsible for administering more than 245 million surface acres of public lands. Located primarily in 12 Western states, including Alaska, these lands are characterized by extensive grasslands, forests, high mountains, arctic tundra, and desert landscapes, among other ecosystems. The BLM manages these lands pursuant to FLPMA's multiple use and sustained yield direction for multiple uses, including, but not limited to, livestock grazing, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific, and historical values, unless otherwise directed by law.

Both the BLM and the states in which BLM-administered lands are located have an interest in the management of wildlife. The BLM and the states work in consultation and cooperation through their separate authorities to manage wildlife habitat and assure sustainable wildlife populations.

VI. APHIS-WS

APHIS-WS's mission is to provide federal leadership and expertise to resolve wildlife conflicts to allow people and wildlife to coexist. APHIS-WS is the federal agency with recognized expertise and authority under the Act of March 2, 1931, as amended, and the Act of December 22, 1987, for providing WDM services. These acts establish APHIS-WS as the lead agency for wildlife damage management activities and provide authorization to conduct activities and to enter into agreements with Tribes, States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions in the control of nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. This includes maintaining technical expertise in the science of WDM, its control tools and techniques, and conducting research and management activities.

IN CONSIDERATION OF THE FOREGOING, the parties agree as follows:

VII. APHIS-WS Shall:

- A. Identify and document the potential need for WDM on lands administered by the BLM. APHIS-WS will also identify actions to address those identified needs, in coordination with the BLM, state agencies, grazing permittees and lessees, adjacent landowners, and any other resource owner or manager, as appropriate.
- B. Develop and annually update integrated WDM plans (also known as Annual Work Plans or AWP) that consider applicable non-lethal and lethal methodologies to resolve wildlife and feral animal damage issues. APHIS-WS will develop WDM plans in coordination with the BLM and appropriate state and federal agencies, tribes, permittees, and other

affected parties. At a minimum, WDM plans for activities proposed on BLM-administered lands will include:

- Information documenting damage caused by wildlife or danger to public health on BLM-administered lands.
 - The plan components and map described in BLM Manual 6830 (Animal Damage Control) and any applicable Instructional Bulletins.
 - Specific highlights to any proposed WDM activities on specific Wilderness Areas or other lands included in the BLM's National Landscape Conservation System.
 - A communication, notification, and reporting process that provides the BLM with accurate and timely information about planned distribution and placement of pesticides on BLM-administered lands (see Section VII. H below), and a report summarizing annual treatments (see Section VII. J below).
 - A determination, if needed, of applicability of recreational rules and regulations to APHIS-WS operational activities.
 - An established process for emergency control measures.
- C. Serve as the lead agency for NEPA compliance for APHIS-WS actions to address wildlife damage, invasive species, and wildlife disease on public lands that have been requested by: (1) entities other than the BLM; or (2) the BLM, as agreed upon between both agencies. When serving as the lead agency for NEPA compliance, APHIS-WS will coordinate with the BLM, other federal agencies, and appropriate state and local agencies and tribes.
- D. Ensure that NEPA analysis includes the appropriate level of review of issues applicable to BLM-administered lands including, but not limited to:
- a. WDM activities on Wilderness Areas, Wilderness Study Areas, and other lands comprising the BLM's National Landscape Conservation System.
 - b. Endangered Species Act Compliance, including Section 7 consultations.
 - c. Pesticide use (including DRC-1339 and M-44s that deliver sodium cyanide) on lands administered by the BLM.
 - d. Risk assessments of WDM methods to protect health and safety of visitors to public lands and their pets.
 - e. Impacts to target wildlife populations.
- E. Comply with the Wilderness Act on BLM-administered lands designated as Wilderness; Federal Land Policy and Management Act requirements for Wilderness Study Areas; and all applicable BLM land use plans, policies, and decisions.
- F. Comply with section 7 of the Endangered Species Act, section 106 of the National Historic Preservation Act, and all other applicable laws in the development and implementation of WDM Plans.

- G. Prior to implementing any WDM Plan, confirm that the BLM state director or his/her designee has acknowledged receipt, in writing, of the finalized WDM plan. APHIS-WS will also provide associated maps, if developed, and relevant supporting NEPA documents to BLM state and local offices within a reasonable time period following their development. If changes to the WDM activities occur, provide notice to BLM state and local offices consistent with the emergency control measures process outlined in the WDM plan.
- H. Provide a chemical application notification to the local BLM Field and/or District Office prior to use of U.S. Environmental Protection Agency (EPA) restricted-use pesticides such as DRC-1339 and M-44s that deliver sodium cyanide. Chemical application notifications should reference:
- a. Application information.
 - b. Associated NEPA document(s).
 - c. Associated WDM Plan.
 - d. Specific BLM grazing allotment(s) and/or pasture(s) or, if that information is not applicable, the general location where the application will occur.

APHIS-WS and the BLM will review the status of submitted or anticipated chemical applications at the annual meetings to develop WDM plans. APHIS-WS will utilize only products registered, or otherwise authorized, by the EPA and the state agriculture department(s) (as appropriate) for the specific purpose planned and in accordance with the pesticide label.

APHIS-WS will ensure that all pesticide applicators receive training and certification through their state pesticide regulatory authority. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the BLM.

- I. Provide an annual report to the appropriate BLM state or district office that summarizes the past year's activities under the associated WDM plan. The annual report shall include the resource(s) protected, estimates of predation damage prevented, if available, the names and amounts of pesticides used, the methods applied, and the species captured, removed, or deterred, and any technical assistance projects conducted by APHIS-WS.
- J. Identify and mark all documents submitted to BLM that are subject to the confidentiality provision of Section 1619 of the Food, Conservation, and Energy Act of 2008 and the Privacy Act of 1974 (7 USC § 8791).

VIII. The BLM Shall:

- A. Coordinate with APHIS-WS in the development and timely annual review of WDM plans affecting BLM-administered lands and resources, and coordinate, communicate, and share relevant information expeditiously, as needed.
- B. Identify areas where prohibitions, restrictions, or other mitigation in WDM plans may be warranted, including to comply with federal laws applicable to the administration of public lands.
- C. After completing coordination on the development of a WDM plan and upon receiving a final WDM plan from APHIS-WS, the BLM state director or his/her designee will acknowledge receipt of the final WDM plan, in writing, to the APHIS-WS state director or their designee.
- D. Serve as the lead agency for NEPA compliance only when the BLM itself proposes WDM actions or requests that APHIS-WS do so (consistent with section VII D above).
- E. Invite APHIS-WS participation as a cooperating agency for NEPA analyses related to WDM activities proposed on BLM-administered lands by state or federal agencies, or other entities, that may request APHIS-WS assistance.
- F. When requested, provide information and assistance to APHIS-WS during the NEPA processes.
- G. Involve APHIS-WS in the amendment/revision of land use plans that may impact on WDM activities and NEPA documents.
- H. Conduct an appropriate Minimum Requirements Analysis (MRA) for all APHIS-WS WDM activities proposed in Wilderness Areas on BLM land and provide documentation of that analysis to APHIS-WS. The BLM will coordinate with APHIS-WS (and appropriate state and local agencies and tribes, if needed) in completing the MRA process for such activities.
- I. Invite APHIS-WS participation in all applicable WDM related training at the national, state, and field offices, including Wilderness training.
- J. Provide timely information, guidance, and assistance to APHIS-WS following chemical application notification for WDM activities on BLM-administered lands.
- K. When receiving notification from APHIS-WS of an intent to use pesticides, the BLM Authorized Officer (AO) will:
 - a. Evaluate such requests for conformance with the annual WDM plans; and

- b. Provide a written response within 72 hours of receipt of the chemical application notification. If warranted, the written response will identify any changed circumstances or issues that have arisen related to the chemical application notification in the proposed treatment area.

IX. Both Parties Shall:

- A. Participate, as needed, in state agreements relating to WDM on BLM-administered public lands.
- B. Ensure sufficient interagency coordination when analyzing the environmental effects of WDM activities by APHIS-WS on BLM-administered lands and resources. Each agency should serve as a cooperating agency in the development of WDM NEPA documents for which the other agency is taking the lead. Cooperating agencies should:
 - a. Participate in the NEPA process at the earliest practicable time.
 - b. Participate in the scoping process, if applicable.
 - c. Develop analysis and provide information related to the agency's expertise.
 - d. Make staff available to support the process.
 - e. Assist, when requested and as appropriate, in developing responses to other agency or public comments or issues.
 - f. Meet the lead agency's schedule for providing comments and limit comments to those matters for which it has jurisdiction by law or special expertise with respect to any environmental issues.
- C. Allow for interagency review of the effects of WDM activities on BLM-administered lands and resources (including monitoring of target and non-target species, as appropriate) and indicate how this review will take place before WDM plans are approved.
- D. 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.
- E. Elevate problems regarding implementation of this agreement that arise and cannot be resolved at the field level to the next higher organizational level for prompt action.
- F. Recognize that shared agricultural program data is subject to the confidentiality provision of Section 1619 of the Food, Conservation, and Energy Act of 2008 and the Privacy Act of 1974 (7 USC § 8791). The Parties are apprised of and agree they are bound to comply with Section 1619 of the Food Conservation, and Energy Act of 2008 and related USDA

guidance, and understand they may not release any of the data provided by APHIS-WS or by producers or landowners under this agreement to non-authorized persons.

X. It is Mutually Agreed and Understood That:

- A. This MOU shall supersede the National-level MOU dated November 15, 2023, between APHIS-WS and the BLM, and supplements and amendments thereto, relating to the conduct of WDM programs by the parties on BLM-administered lands. State and regional MOUs will be amended for consistency with this National MOU, as needed.
- B. WDM on BLM-administered lands will be carried out in compliance with the Endangered Species Act, Wilderness Act, FLPMA, and other applicable laws and regulations, BLM policy, and BLM land use plans. Parties will comply with all applicable federal, state, and local laws and regulations in the use of and application of pesticides.
- C. Nothing in this MOU is intended to modify in any manner the present cooperative programs of either agency with states, other public agencies, or educational institutions.
- D. 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.
- E. Nothing in this MOU shall obligate either the BLM or APHIS-WS to expend appropriations, enter a contract, or incur expenses.
- F. All WDM activities on BLM-administered lands will be coordinated with appropriate state and federal agencies. The WDM activities will be evaluated on an annual basis with emphasis on their effectiveness in reducing damage or the threat of damage by wildlife, and meeting the objectives stated in this agreement and the APHIS-WS relevant NEPA documents.
- G. The APHIS-WS Deputy Administrator and the BLM Assistant Director of Resources and Planning (or their designees) will meet annually to discuss coordination of WDM operations nationwide. APHIS-WS Regional Directors and BLM Regional counterparts (or their designees) will meet annually, or as needed, to discuss coordination of WDM operations in their respective states or regions.

H. This MOU takes effect upon the signature of the BLM and APHIS-WS. This MOU may be amended upon written request of either the BLM or APHIS-WS and the subsequent written concurrence of the other. Either the BLM or APHIS-WS may terminate this MOU with a 60-day written notice to the other agency.

I. The principal contacts for this agreement are:

Leah Baker, Acting Assistant Director
Resources and Planning
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USDA Animal and Plant Health
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XI. EFFECTIVE DATE:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below and is effective through September 30, 2031, at which time it will expire.

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

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

Assistant Director

Deputy Administrator

Date: _____

Date: _____