

MEMORANDUM OF UNDERSTANDING

among:

U.S. Department of the Interior–Bureau of Land Management;  
U.S. Department of Agriculture–Animal and Plant Health Inspection Service

concerning:

Management of Grasshoppers and Mormon Crickets on Lands Subject to the Jurisdiction of the  
Department of the Interior

- I. Purpose: Grasshoppers and Mormon crickets (GH&MC) periodically damage cultivated crops and range plants in most western States. Destructive GH&MC outbreaks occur on rangelands of all ownerships including public lands administered by the U.S. Department of the Interior, Bureau of Land Management (USDOI/BLM). Some outbreaks are of local concern only, while others may serve as focal points from which pests spread to adjacent privately owned land that is used for grazing or cropland.

The BLM is responsible for the protection and management of BLM public lands. Forest, timber, wildlife, recreation, wilderness, minerals, and water resources are produced from these lands under the multiple-use concept. The GH&MC outbreaks threaten BLM resources. Any proposed response, including suppression action, must be evaluated to determine the expected impact on BLM resources and those of adjacent landowners. The BLM supports cooperative and coordinated efforts for an integrated pest management approach for dealing with damaging GH&MC outbreaks.

- II. Objective: The objective of this Memorandum of Understanding (MOU) is to define and maintain the relationships and responsibilities between Animal Plant Health Inspection Service–Plant Protection and Quarantine (APHIS-PPQ) and USDOI/BLM in managing, and when necessary, suppressing grasshoppers and Mormon crickets on BLM managed lands. To ensure that any proposed actions are coordinated by Federal, State, local (i.e., Tribal, etc.) agencies, and private landowners for effective control, the following procedures are mutually agreed upon to clarify each agency's responsibilities.

The APHIS has the responsibility to comply with NEPA for actions that APHIS may implement on BLM lands. Any environmental assessment (EA) that APHIS may prepare does not authorize any actions on the part of the BLM. The BLM does not provide any approvals for APHIS actions on BLM lands. The BLM role in the GM&MC suppression efforts that APHIS undertakes is limited to providing information, making requests for treatments, allowing APHIS to store pesticides on BLM land, and preparing/approving a Pesticide Use Proposal for APHIS' treatment action.

III. Authority: The Plant Protection Act (PPA) of 2000 in Section 417 (7 U.S.C. 7717) authorizes the Secretary of Agriculture to control GH&MC on rangelands. Administration of the entire PPA is delegated to the USDA/APHIS at 7 CFR 2.80 (a)(51).

IV. Procedure:

A. APHIS-PPQ agrees to/that:

- a. Provide the BLM local land managers maps and data on fall grasshopper/Mormon cricket surveys. This information will alert the local BLM manager to potential range pest problems that may occur on BLM and adjacent lands the following year. The APHIS will designate personnel whom the BLM manager can contact if any follow-up activity is necessary.

If fall surveys indicate a potential spring grasshopper or Mormon cricket threat to BLM lands, APHIS will cooperate with BLM to identify the best management approach. Should that approach involve pesticides, and in conjunction with available funding, APHIS will:

1. Provide for pesticide applications.
2. Identify sources for the purchase and storage of insecticides. Storage of insecticides on BLM lands will be in accordance with respective BLM policies. Pesticides stored on BLM lands will be used only for projects in which BLM lands are involved. Any excess pesticides, pesticide containers, or mixed but unused pesticide, will be disposed of by APHIS.

The APHIS will provide an estimate of the area (acreage that may require treatment), cost estimates, a recommendation as to whether a suppression program is advisable, and APHIS capabilities based on available funding and resources.

- b. Prepare and issue to the public site-specific environmental documents, as necessary, that comply with the NEPA to suppress damaging GH&MC populations. For most situations this may include the programmatic environmental impact statement and, where deemed necessary, a site specific EA and a Finding of No Significant Impact (FONSI). These documents will be prepared under the APHIS NEPA implementing regulations (7 CFR § 372) with coordination and input from the BLM.
- c. Prepare a work plan for, and when appropriate and subject to available funding, implement a GH&MC suppression project on BLM lands, upon receipt of a written request from the BLM for a work plan. Such projects will adhere to mitigation measures and operational procedures described by

APHIS in the EA and FONSI, as well as take into consideration BLM proposed potential mitigating measures and any biological control programs underway.

- d. Consult with the Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) as required by the Endangered Species Act of 1973, as amended.
- e. Coordinate control program activities with representatives of the BLM, other Federal and State agencies, private landowners and other interests that would be affected by the program. The APHIS will provide the BLM with the necessary information pursuant to the preparation of a Pesticide Use Proposal that will be prepared by the BLM.
- f. Prepare a post-treatment report including acres treated, location, pesticide and amount used, treatment effectiveness, and pertinent comments regarding project operations, problems that arose, and the need for follow-up action.
- g. In the event that an exchange of funds is anticipated, an Interagency Agreement (APHIS Form 672) would then be developed, referencing this MOU. This 1-year Interagency Agreement would detail the exchange of funds for the specified period of time.

B. The BLM agrees to/that:

- a. State Directors will send survey maps and GH&MC population data received from APHIS to appropriate field managers, and provide APHIS State Plant Health Director with current personnel names for follow-up contacts.
- b. Local managers or their representatives will assist in evaluating and selecting GH&MC long-term management techniques that will meet the management needs of both Agencies.
- c. The responsible BLM official will request, in writing, the inclusion of the appropriate lands in the GH&MC suppression project when treatment for GH&MC is necessary on BLM lands. This request will be made in advance of any treatment to provide time for APHIS to plan and implement treatment. Requests should include information on the location and nature of any sensitive areas within the treatment area, including the location of endangered species.
- d. Local managers will provide written acknowledgement for each APHIS recommended GH&MC suppression plan with all its protective mitigation measures.

- e. The BLM will provide expertise and information, e.g., description of the land, identification of sensitive areas, locations of T&E species, and other resource issues to APHIS interdisciplinary teams in order to complete site-specific environmental analyses for projects that propose to suppress GH&MC infestations on BLM lands. The APHIS can implement treatments once APHIS approves the NEPA decision document it prepared.
- f. Pesticide Use Proposal will be prepared and approved prior to implementation of APHIS treatments.
- g. State Director will forward both biological opinions received from APHIS and APHIS prepared site-specific environmental documents, if needed, to all affected Field Office Managers.
- h. Assist APHIS with GH&MC suppression operations, when feasible, by providing personnel, if available, transportation, temporary office space, and temporary storage of equipment and supplies; approving use of airstrips; supplying landownership maps; and providing information about location of outbreaks and access routes.
- i. Notify the APHIS State Plant Health Director when any new or potentially threatening infestation is discovered, and request follow-up evaluations and pest management recommendations.

V. Administration:

- A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
- B. All questions pertaining to the cooperative work of the two Agencies arising in the field will be discussed by the local representatives of AHPIS-PPQ and the BLM, and that areas of disagreement will be referred to the State Director for each agency.
- C. This MOU shall supersede all existing MOU, supplements, and/or amendments thereto relating to efforts to protect crops, forests, and other agricultural resources from plant pests. (BLM MOU WO223)
- D. The parties of this MOU will contribute, insofar as their available resources permit, and as mutually agreed upon, funds, personnel, facilities, supplies, equipment, and all other items necessary to properly carry out the objectives of this agreement.
- E. This MOU is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation or serve as a basis for incurring expenditures. Each party will handle and expend its own funds.

- F. The APHIS personnel are under its administrative direction and will work cooperatively with personnel of the BLM. Personnel of the BLM will remain administratively responsible to the BLM and will work cooperatively with personnel of APHIS.
- G. 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 there from, unless it is made with a corporation for its general benefit.
- H. Yearly coordination meeting will be held between APHIS and BLM Headquarters personnel of their designees to discuss and evaluate the previous year.
- I. This MOU shall become effective upon date of final signature and shall continue for up to five years from signature date but may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted in writing to the other party for consideration not less than 30 days in advance of the desired effective date.

APPROVED:

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

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

/s/ Kathleen Clarke

/s/ Paul L. Eggert For

KATHLEEN CLARKE  
Director

RICHARD L. DUNKLE  
Deputy Administrator

Date: 2/26/03

Date: 2/27/03

(This MOU supersedes BLM MOU W0223)