Rec. Sept. 29, 1999

No. 99-73-08-0003-MU
FS# 1102-0001-99-039

MEMORANDUM OF UNDERSTANDING
BETWEEN
COLORADO DEPARTMENT OF AGRICULTURE
DIVISION OF ANIMAL INDUSTRY (DOAI)
COLORADO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE (DOW)
on behalf of the
UNITED STATES BUREAU OF LAND MANAGEMENT (BLM)
UNITED STATES FOREST SERVICE (USFS), ROCKY MOUNTAIN REGION
COLORADO STATE LAND BOARD(CSLB)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
ON
THE MANAGEMENT OF PREDATOR CAUSED DAMAGE
ON FOREST SERVICE , BLM , AND STATE LAND BOARD LANDS IN COLORADO

I. INTRODUCTION:

It is mutually recognized that native wildlife are a resource of value and interest to the people of Colorado. Wildlife Damage Management (WDM), including that component of WDM that involves managing predator species (Predator Damage Management or PDM) is an integral part of wildlife management. WDM and PDM may be necessary to minimize depredations on livestock, to achieve population management objectives for native wildlife species, to minimize damage to property, including agricultural crops and other land-based resources, to suppress wild animal-borne diseases, to protect public safety, and to protect Federally and State listed threatened and endangered species.

It is also recognized that nonlethal PDM methods and strategies can reduce damage by predator species, but that direct control activities to remove individual offending animals or to reduce local populations of an offending species are often necessary to adequately reduce or prevent such damage in situations where nonlethal strategies are not practical or have not been effective. Direct control activities will be conducted in a professional and judicious manner in accordance with existing State and Federal laws, and national level Memoranda of Understanding.

II. PURPOSE:

This Memorandum of Understanding is for:

A. Establishing a unified program of PDM on lands administered by the USFS, the CSLB, and the BLM in Colorado.

B. Clarifying the roles and responsibilities of the respective agencies in evaluating need for control and selecting, conducting, and evaluating control practices.

C. Recognizing the value of native animals and the need to manage them on USFS, CSLB and BLM lands in a manner consistent with sound wildlife management principles and policies.

III. ROLES AND RESPONSIBILITIES:

A. The Colorado Division of Wildlife (DOW) :

1. Is responsible for administration of the laws of the State of Colorado, being Colorado Revised Statutes, Title 33, and the management of the State's wildlife populations.

2. Is responsible for fulfilling its obligations for wildlife damage management as specified in the MOU with the Colorado Department of Agriculture, Division of Animal Industry.

3. Is responsible for managing the sport harvest of predatory animals causing damage to domestic livestock.

4. Is responsible for providing the necessary permits for the take of depredating animals from motorized vehicles.

5. Is responsible for the rehabilitation and/or disposal of State listed threatened or endangered species should any be unintentionally affected by a damage management program.

6. Agrees to review annual Predator Damage Management (PDM) work plans and provide input.

7. Contact person for purposes of this MOU shall be the CDOW's Game Damage Coordinator, located at 6060 Broadway, Denver, CO 80216. Phone: 303-291-7335.

B. The Colorado Department of Agriculture, Division of Animal Industry (DOAI) :

1. Is responsible for administration of the laws of the State of Colorado, being Colorado Revised Statutes, Title 35, Article 40 and the management of the State's depredating animals.

2. Is responsible for fulfilling its obligations for animal damage control as specified in the MOU with the Colorado Division of Wildlife.

3. Is responsible for providing the necessary permits for the take of coyotes and red fox from aircraft and to notify the appropriate public land administrator when permits are issued to private parties for aerial hunting on BLM, CSLB and USFS lands.

4. Agrees to review PDM work plans and provide input.

5. Contact person for purposes of this MOU shall be the Director of the Division of Animal Industry, located at 700 Kipling Street, Suite 4000, Lakewood, CO 80215-5894. Phone: 303-239-4161.

C. The U. S. Bureau of Land Management (BLM) :

1. Is responsible for National Environmental Policy Act (NEPA) compliance for nonpredatory wildlife damage management activities initiated by BLM to protect natural resources and facilities.

2. Is responsible for cooperating with APHIS-WS in the development and annual review of PDM work plans affecting BLM lands and resources on those lands and ensure they are consistent with FLPMA and Wilderness Act management guidelines, e.g. Wilderness Study Areas.

3. Is responsible for cooperating with the APHIS-WS to identify human safety zones and other areas where mitigation or restriction may be needed to comply with BLM's Resource Management Plans.

4. When requested, will provide information and assistance to APHIS-WS during the NEPA process.

5. Is responsible for operational management of all rodents on BLM public lands.

6. Contact person for purposes of this MOU shall be the Service Manager for the respective Service Center.

D. The U. S. Forest Service (USFS), Rocky Mountain Region :

1. Shall allow for PDM activities to protect human health and safety, wildlife, permitted livestock, forest resources and related activities.

2. Shall cooperate with APHIS-WS in the development and annual review of PDM plans governing WS activities on National Forest Service lands.

3. Shall participate in APHIS-WS NEPA processes.

4. Shall invite APHIS-WS participation in NEPA and Wilderness training at the national, regional and forest levels.

5. Shall involve APHIS-WS in the amendment/revision of Forest Plans which may have an impact on ADM activities.

6 Contact person for purposes of this MOU shall be the Director of Renewable Resources located at the USFS Rocky Mountain Regional Office, 303-275-5001.

E. The Colorado State Land Board (CSLB) :

1. Is responsible for producing reasonable and consistent revenue over time with an emphasis on sound stewardship and preservation of the land base to preserve the long-term economic productivity from StateTrust Lands for the benefit of Trust beneficiaries.

2. Is responsible for authorizing lessees to conduct wildlife damage management activities on their leased State Trust Lands.

3. Contact person for purposes of this MOU shall be the Recreation Program Manager located at P.O. Box 1094, Craig, CO. Phone 970-824-2850.

F. The United States Department of Agriculture, Animal Plant and Health Inspection Service, Wildlife Services (APHIS-WS) :

1. Is responsible for providing for WDM activities under the provisions of the Animal Damage Control Act of March 2, 1931, as amended; and pursuant to The Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988. This includes providing public outreach, maintaining technical expertise in the science of animal damage management and the use of control tools and techniques, conducting management programs and NEPA compliance on activities related to predator control.

2. For area wide animal damage control projects for which APHIS-WS has the lead, APHIS-WS will consult with the U.S. Fish and Wildlife Service (USFWS) as required under Section 7, Endangered Species Act.

3. Is responsible for scheduling and conducting annual interagency meetings of the DOAI, APHIS-WS, BLM, USFS, CSLB and DOW for the purpose of reviewing control activities and potential problem areas, and to provide the basis for completing a PDM plan for the coming fiscal year.

4. Is responsible for developing and annually updating PDM plans in cooperation with BLM field offices, USFS offices, and other appropriate agencies and permittees. Specifically identified human safety zones and other areas where mitigation or restrictions are needed will be delineated on a map.

5. Is responsible for informing the USFS, CSLB, and BLM about PDM requests, management activities and results on a timely basis.

6. Is responsible for providing the USFS, CSLB, and BLM with technical information on recommended PDM tools and techniques when requested.

7. When requested, conduct PDM training sessions for USFS, CSLB, BLM, DOAI, and DOW personnel.

8. Is responsible for providing an annual report at the end of each fiscal year listing all target and non-target animals taken in control activities by method, general location, and species. This report will be provided to the Forest Supervisor (FS), or Resource Area Manager (BLM) for the agreed upon administrative unit. Copies will be provided to DOW's Game Damage Coordinator and to the Recreation Program Manager of the SLB if control activities were conducted on CSLB Lands.

9. Is responsible for releasing any live animals taken which are listed as threatened

or endangered by the USFWS or DOW and nontarget animals, but in the event injuries prevent their safe release or they are found dead, to dispose of or immediately turn over such animals to the DOW.

10. Is responsible for conducting all ADM activities in accordance with the Endangered Species Act, Wilderness Act and other applicable laws, APHIS-WS Policies, USDA policy on fish and wildlife, Forest Service policies, and consistent with Forest Land and Resource Plans as well as BLM Resource Management Plans.

11. Contact person for purposes of this MOU shall be the State Director located at 12345 West Alameda Parkway, Suite 210, Lakewood, CO 80228. Phone: 303-969-5775.

G. Predator Damage Management (PDM) Work Plan:

The following procedure will be implemented annually by all signatory agencies in development of PDM Work Plans for each fiscal year (October 1 - September 30):

1. By December 1 each year interagency meetings will be conducted where damage control needs, recommendations, and restrictions for the next fiscal year will be discussed. The District Supervisor, APHIS-WS, is responsible for scheduling (notices shall be in writing) and conducting the meetings at mutually agreeable sites and dates. These meetings will be attended by DOW, DOAI, BLM, USFS, CSLB and APHIS-WS. Meetings will be local, as determined by the APHIS-WS.

2. At each meeting a map will be presented for each National Forest or BLM District, of at least ½" scale. The map will delineate:

   a. No Control Zones. Areas where control is prohibited, except to protect human life (colored red). These are "human safety zones" on BLM lands.

   b. Areas where control is requested (colored green) with the appropriate restrictions delineated.

   c. Other restrictions on control activities that cannot be mapped in a. and b. above should be presented in narrative form for each control area. This should include any limitations or specific steps to take in emergency control need situations or control restrictions such as distances away from campgrounds or roads.

3. At each meeting, each agency will agree to the administrative unit of land that control results will be reported.

4. At each meeting a summary of control requests received and other background information will be discussed as well as the control methods to be used.

5. By December 1, the District Supervisor, APHIS - WS, will prepare the PDM work plan for each agreed upon BLM and USFS administrative unit. The plan and associated map will identify planned control (techniques, dates, target species) by specific areas, including restrictions and limitations .

6. APHIS-WS will provide copies of the PDM work plans to the involved Forest Supervisors (FS), Game Damage Coordinator (DOW), Recreational Program Manager (CSLB), Field Office (BLM), and representative (DOAI).

7. Control activities that occur outside of agreed upon control areas will be reported to the appropriate field office manager in a timely manner.

8. APHIS-WS will immediately report to the BLM or USFS, and the DOW any direct effect of control activities on any species which is State or Federally classified as endangered or threatened.

IV. IT IS MUTUALLY AGREED THAT:

A. All agencies shall be prepared to have a representative attend the annual meeting and provide input into the annual plan of work.

B. Pursuant to Section 22, Title 41, United States Code, no member or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

C. This MOU can be terminated by mutual agreement, or by any signatory party upon sixty-days written notice to the others of its intention to terminate upon a date indicated. Amendments to this MOU may be proposed by an signatory party and shall become effective upon approval by all parties.

D. During the performance of the agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

E. Problems regarding implementation of this agreement that arise and cannot be resolved at the field level shall be elevated to the next higher organizational level for prompt action.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperators(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

G. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument 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 instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contact or other agreement. Any contact or agreement for training or other services must fully comply with all applicable requirements for competition.

H. COMPLETION DATE. This instrument is executed as of the last date shown below and expires 5 years from that date at which time it is subject to review and renewal, or expiration. This MOU supersedes all other documents.

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

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

6-10-99
Date

Director, Western Region

COLORADO DEPARTMENT OF AGRICULTURE
DIVISION OF ANIMAL INDUSTRY

8/30/99
Date

FOR Director

COLORADO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE

8/14/99
Date

Director

U.S. BUREAU OF LAND MANAGEMENT

6-16-99
Date

State Director

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, ROCKY MOUNTAIN REGION

7-12-99
Date

for Regional Forester, Rocky Mountain Region

COLORADO STATE LAND BOARD

7/20/99
Date

Director, Colorado State Land Board

The authority and format of this instrument has been reviewed and approved for signature

Agreements Coordinator 7/13/99
Date