

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES FISH AND WILDLIFE SERVICE
SHELDON-HART MOUNTAIN NATIONAL WILDLIFE REFUGE COMPLEX

AND

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OREGON, CALIFORNIA, AND NEVADA STATE OFFICES

CONCERNING

WILD AND FERAL HORSE AND BURRO MANAGEMENT

I. PURPOSE

The purpose of this agreement is to facilitate wild and feral horse and burro management between the Bureau of Land Management (BLM) and the United States Fish and Wildlife Service (FWS) on public lands in northwest Nevada, northeast California, and south central Oregon. The goal is to closely coordinate and cooperate in the management of wild/feral horse and burro populations in the tri-state area (California, Nevada, and Oregon) recognizing different management mandates and land-use plan direction among the agencies. The BLM manages wild horses and burros as part of the multiple-use mission, and the FWS manages for wildlife.

Effective and open communication and coordination between the BLM and FWS (hereafter called the agencies) will result in attainment of land use plan resource objectives including maintaining lands administered by the FWS free of horses and burros, and, where applicable, maintain a thriving natural ecological balance for wild horses and burros and other natural resource uses within BLM's multiple-use mandate on lands administered by the BLM.

Each agency will be responsible for management of horses and burros in accordance with this agreement on lands they administer, which is generally defined as an area bounded to the north by Hart Mountain National Antelope Refuge and to the south by the Granite Range Herd Management Area (HMA).

Specific land use planning or management documents providing guidance to this agreement include the following:

- A. Sheldon National Wildlife Refuge Final Comprehensive Conservation Plan, Environmental Impact Statement and Record of Decision, September 2012
- B. Surprise Resource Management Plan, April 2008
- C. Lakeview Resource Management Plan, November 2003
- D. Hart Mountain National Antelope Refuge Comprehensive Management Plan, Environmental Impact Statement and Record of Decision, August 1994 (or subsequent revision)
- E. Winnemucca District Resource Management Plan, May 2015
- F. Black Rock Desert-High Rock Canyon Emigrant Trails National Conservation Area Resource Management Plan, July 2004.
- G. Greater Sage-Grouse Approved Resource Management Plan Amendment, September 2015
- H. Tri-State Wild/Feral Horse & Burro Complex Map (attached to this agreement)
 - 1. FWS Nevada/Oregon
 - Hart Mountain National Antelope Refuge
 - Sheldon National Wildlife Refuge
 - 2. BLM Oregon - Lakeview District
 - Beaty Butte HMA
 - 3. BLM California – Applegate Field Office
 - Bitner HMA
 - Massacre Lakes HMA
 - Nut Mountain HMA
 - Wall Canyon HMA
 - High Rock HMA
 - Fox Hog HMA
 - 4. BLM Nevada – Winnemucca District
 - Granite Range HMA
 - Calico Mountains HMA
 - Black Rock Range HMA
 - Warm Springs Canyon HMA
 - McGee Mountain HMA

II. OBJECTIVE

The objective of this agreement is to ensure that wild horses and burros, in the area defined in Section I, are cooperatively managed using the best available science in accordance with the authorities outlined below. Cooperative management will be accomplished when all activities (population inventories, gathers, habitat and population monitoring, outreach, etc.) associated with management of the wild/feral horse and burro population are coordinated and completed with the full knowledge and involvement of the parties entering into this agreement.

III. AUTHORITY

Wild horses and burros, as referenced in this memorandum of understanding (MOU), are those animals managed by the BLM as defined by the Act of December 15, 1971, commonly known as

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the Wild Free-Roaming Horses and Burros Act. Feral horses and burros (as defined by the FWS) are “nonindigenous, unbranded, unclaimed descendants of domestic horses and burros which roam free on refuge lands.”

A. Both Agencies:

1. The National Environmental Policy Act, 1969 (NEPA; 42 U.S.C. 4321, 4331-4335, and 4341-4347).
2. The Endangered Species Act, 1973 as amended (16 U.S.C. 1231-1544)
3. National Service First Memorandum of Understanding (BLM Agreement No. MOU-BLM-850-2006-05; FWS Agreement No. 9821 0-6-N035)

B. FWS:

1. Fish & Wildlife Act of 1956 (16 USC 742)
2. Fish and Wildlife Service Coordination Act (16 USC 661-667)
3. Sheldon National Wildlife Refuge and Hart Mountain National Antelope Refuge Executive Orders, 1929-1936 (E.O. 5141 , 5540, 6910, 7178, 7364, and 7522)
4. The Wilderness Act, 1964 as incorporated (610 FW 1)
5. Game Range Act, 1976 (P.L. 94-223), and Public Lands Order 5634, 1978
6. National Wildlife Refuge System Administration Act, 1966, as amended by the National Wildlife Refuge System Improvement Act, 1997 (16 U.S.C. 668dd-668ee; Refuge Administration Act)
7. U.S. Fish and Wildlife Policy on Biological Integrity, Biodiversity, and Environmental Health, 2001 (601 FW 3)

C. BLM:

1. The Act of September 8, 1959 (18 U.S.C. 47), commonly known as the Wild Horse Annie Act
2. The Act of December 15, 1971 (16 U.S.C. 1331-1340), as amended, commonly known as the Wild Free-Roaming Horses and Burros Act (WFRHBA)
3. The Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. 1711, 1712, and 1734)
4. The Public Rangelands Improvement Act of 1978 (PRIA) (43 U.S.C. § 1901-1908)
5. The Act of June 28, 1934, as amended (43 U.S.C. 315), commonly known as the Taylor Grazing Act
6. 43 Code of Federal Regulations, Part 4700

IV. PROCEDURES

A. The FWS and the BLM agree to manage the wild/feral horses and burros within the Tri-State area as defined in Section I above, cooperatively and in a coordinated fashion.

This will be accomplished by:

1. Working together to manage (as defined under the WFRHBA) wild/feral horses and burros crossing from lands managed by the BLM onto National Wildlife Refuges and vice versa. The FWS will continue to remove remaining feral horses and burros from Refuge lands.

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- (a) If wild horses or burros move onto FWS lands, the FWS will work with the appropriate BLM District Manager to determine the most appropriate method to remove or move the animals back to BLM HMAs. The FWS must receive written approval to remove or move these animals.
 - (b) The BLM will account for animals that have or may move outside of HMA boundaries onto FWS lands in gather planning documents.
 - (c) The BLM will consider the removal of BLM animals on refuges as a management priority in applicable gather documents, similar to actions taken on private lands.
 - (d) Any FWS marked feral horse captured within a BLM gather operation will be removed and returned to an appropriate FWS facility; FWS feral horses will not be released on the refuges.
2. Coordinating gather and population management activities.
 3. Coordinating internal and external communication strategies.
 4. Coordinating and cost-sharing aerial population inventories for horse and burro population composition, trend, and distribution, including the implementation of the best science-based techniques and approaches.
 5. Sharing monitoring and management information, as appropriate.
 6. Coordinating monitoring and fence maintenance of FWS boundary fences as identified in the Work Plan.
 - (a) The FWS will maintain boundary fences in cooperation with the BLM.
 - (b) Upon request to the appropriate Refuge Manager, the FWS will provide reasonable quantities of fencing materials to the BLM or permittees for routine boundary fence maintenance and repair (e.g., barbed and smooth wire, t-posts, and wire clips).
 - (c) The FWS will conduct periodic comprehensive condition assessments of boundary fences and share results with BLM.
 - (d) The FWS will assume responsibility for the reconstruction of boundary fences at the end of their lifespans or as otherwise mutually agreed.
 - (e) The FWS will provide to the BLM by January 31 of each year an informational fence maintenance letter on FWS letterhead signed by the project manager for the BLM to mail to grazing operators during the annual grazing application process.
 - (f) The BLM will assist the FWS with routine monitoring, maintenance, and minor repairs of boundary fences within normal planned work and annual funding availability (for example, securing and/or replacing individual post and rock jacks, reattaching down wire strands, and splicing broken wire sections).
 - (g) The BLM will notify the appropriate refuge manager of boundary fence issues as they are discovered where the BLM is not able to complete the repairs.
 - (h) The BLM will provide to the FWS by April 1 of each year a list of grazing allotments adjacent to the refuges identifying which allotments will have livestock on them and those that will not, including general timing of when livestock will be present.

- (i) The BLM will discuss with grazing operators during annual grazing meetings refuge boundary fence conditions and request their assistance in reporting maintenance needs to FWS refuge managers and/or making minor repairs.
- 7. Allowing for personnel and equipment transfers for long-term management which would enable collaboration of resources to work on BLM and FWS lands.
- 8. Identifying resource (vegetative and animal) monitoring data gaps, coordinating and supporting research efforts, and sharing information for the purposes of furthering knowledge of horse and burro population dynamics and their interrelationship with other natural resources and uses of the area.
- 9. Maintaining a Working Group consisting of the BLM district/field managers and the FWS project leaders/refuge managers, or their designees, with technical support provided by those individuals in the district/field/refuge offices responsible for wild/feral horse and burro activities and the BLM State Program Leads. The Working Group provides oversight and leadership necessary to implement the MOU and Work Plan.
- 10. Maintaining and implementing a Work Plan that will serve as the operational guidance for this agreement. The Working Group will review and update the Work Plan prior to February 28th of each year;
- B. The FWS agrees to share resources, finances, communications with externals, etc., on an as needed basis.
- C. The BLM agrees to share resources, finances, communications with externals, etc., on an as needed basis.

V. ADMINISTRATION

- A. Funding. Nothing in this MOU will be construed as affecting the authorities of either party, as binding beyond their respective authorities, or require any of the employees of either party to obligate or expend funds in excess of available appropriations. 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 contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.
- B. Authority. Conflicts between the parties concerning procedures under the MOU which cannot be resolved at the operational (field) level will be referred to the principal contacts identified in Section VI, as necessary, for resolution.
- C. Termination. The terms of this MOU may be renegotiated at any time at the initiative of any party, following at least 30 days written notice to the other parties.
- D. Modification. Any party may propose changes to this MOU during its term. Such changes will be in the form of a written modification and will become effective upon signatures of all parties.
- E. Withdrawal. Any party to this MOU reserves the right to withdraw from this agreement at any time upon 30 days prior written notice to the other parties hereto.

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- F. Participation in Similar Activities. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. Members of U.S. Congress. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any benefit that may arise from this agreement.
- H. Commencement/Expiration Date. The need for this MOU is expected to continue for 5 years, at the end of which period, it will expire unless canceled, extended, or renewed. The MOU will become effective upon signature by all of its participants.
- I. Records Management. The BLM and the FWS own joint rights to all data/records produced as part of this agreement. All records (in all media, paper, and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to the other Party. The other party shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- J. Public Records. Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and state public records laws.

VI. PRINCIPAL CONTACTS

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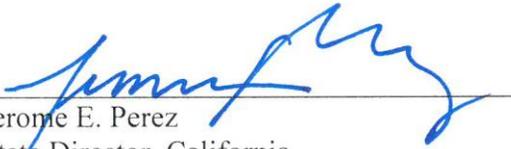
VII. Approved



Robyn Thorson
Regional Director
U.S. Fish and Wildlife Service
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Acting

8-16-14
Date



Jerome E. Perez
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August 31, 2016.
Date



Ron Dunton
Acting State Director, Oregon/Washington
Bureau of Land Management
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8-10-16
Date



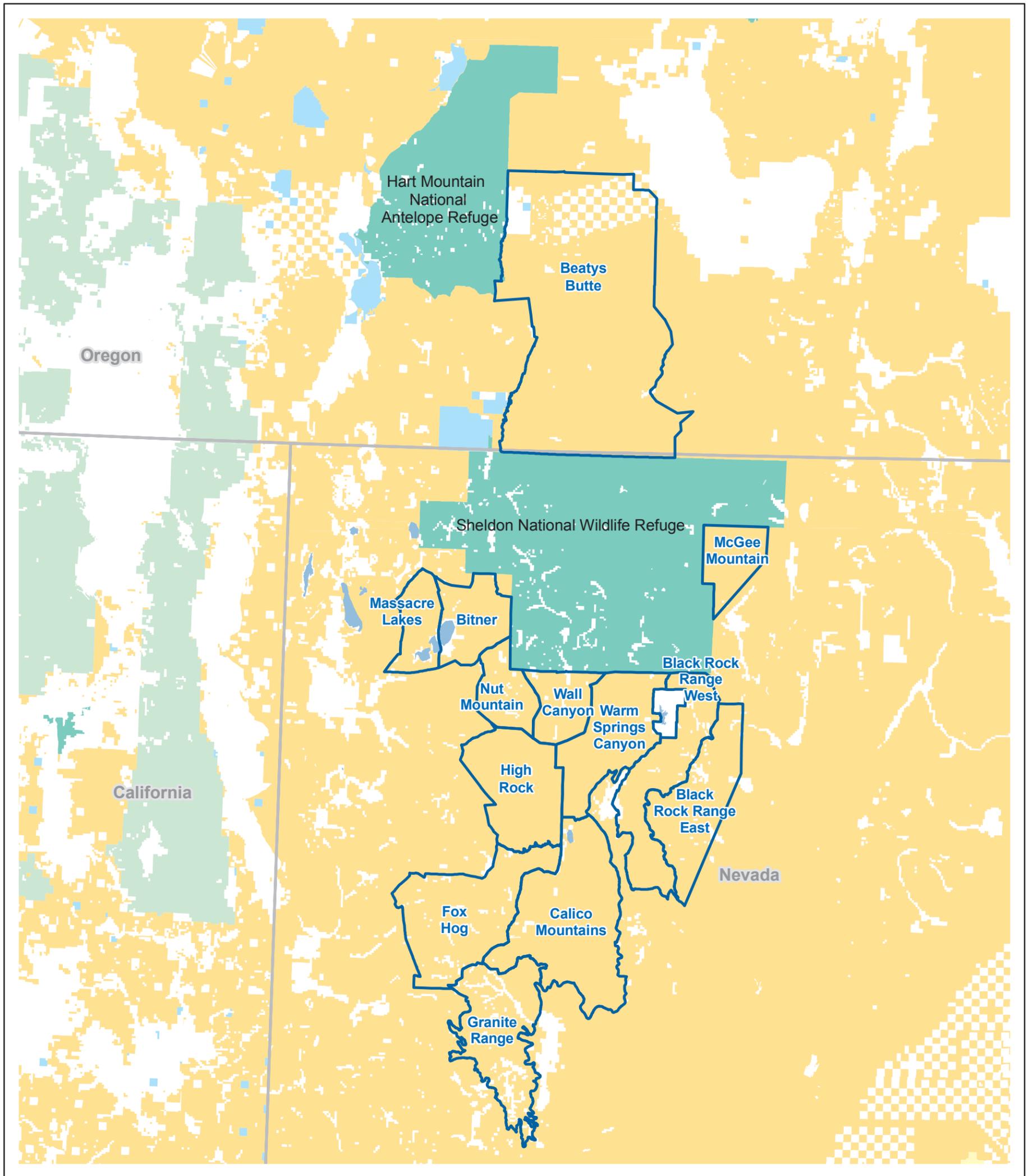
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24 August 2016
Date

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Tri State Wild/Feral Horse & Burro Complex



HMA Boundaries

- HMA Boundaries
- State Boundaries

Land Ownership

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Department of Defense
- Department of Energy
- Fish and Wildlife Service
- National Park Service
- Other Federal Agencies
- Private Land
- State Land
- Forest Service
- Water



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