

BLM-MOU-NV-934-4700-2010-006
BLM-MOU-CA-930-2010-1005
BLM-MOU-OR-932-1005
US Fish & Wildlife Service MOU-14620-2010-01
MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES DEPARTMENT OF THE INTERIOR
United States Fish and Wildlife Service
Sheldon-Hart Mountain National Wildlife Refuge Complex
(hereafter called the FWS)

And

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Oregon, California, and Nevada State Offices
(hereafter called the BLM)

Concerning

WILD AND FERAL HORSE AND BURRO MANAGMENT

I. PURPOSE

The purpose of this Agreement is to improve wild / feral horse and burro management between BLM and 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 the wild / feral horse and burro population in the tri-state area (California, Nevada, and Oregon), recognizing different management mandates and land-use plan direction among the agencies.

Improved coordination between the agencies would result in attainment of land use plan resource objectives and, where applicable, on BLM-managed lands, maintain a thriving natural ecological balance for wild horses and burros and other natural resource uses.

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 areas which will be managed under this agreement are identified below and depicted on Attachment 1.

FWS Oregon
Hart Mountain National Antelope Refuge

BLM Oregon – Lakeview District
Beatys Butte HMA

BLM California – Surprise Field Office
Bitner HMA
Massacre Lakes HMA
Nut Mountain HMA
Wall Canyon HMA
High Rock HMA
Fox Hog HMA

FWS Nevada
Sheldon National Wildlife Refuge

BLM Nevada – Winnemucca District
Granite HMA
Calico Mountains HMA
Black Rock West HMA
Black Rock East HMA
Warm Springs HMA
McGee Mountain HMA

II. OBJECTIVES

The objective of this Agreement is to ensure 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. This 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 jointly with the full knowledge and involvement of the parties entering into this Agreement.

III. AUTHORITY

Wild horses, as referenced in this MOU, are those animals managed by the BLM as defined by the Act of December 15, 1971 (commonly known as the Wild Free-Roaming Horses and Burros Act). Feral horses and burros (as defined by the FWS) are “non-indigenous, unbranded, unclaimed descendents of domestic horses and burros which roam free on refuge lands.”

a. Both Agencies

- i.* The National Environmental Policy Act, 1969 (NEPA; 42 U.S.C. 4321, 4331-4335, and 4341-4347)

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- ii. The Endangered Species Act, 1973 as amended (16 U.S.C. 1231-1544)
- iii. National Service First Memorandum of Understanding (BLM Agreement No. MOU-BLM-850-2006-05; FWS Agreement No. 98210-6-N035)

b. *U. S. Fish & Wildlife Service (FWS)*

- i. Fish & Wildlife Act of 1956 (16 USC 742)
- ii. Fish and Wildlife Service Coordination Act (16 USC 661-667)
- iii. Sheldon National Wildlife Refuge and Hart Mountain National Antelope Refuge Executive Orders, 1929-1936 (EO 5141, 5540, 6910, 7178, 7364, and 7522)
- iv. The Wilderness Act, 1964 as incorporated (610 FW 1)
- v. Game Range Act, 1976 (P.L. 94-223) and Public Lands Order 5634, 1978)
- vi. 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)
- vii. U.S. Fish and Wildlife Policy on Biological Integrity, Biodiversity, and Environmental Health, 2001 (601 FW 3)

c. *Bureau of Land Management*

- i. The Act of September 8, 1959 (18 U.S.C. 47), commonly known as the Wild Horse Annie Act
- ii. 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)
- iii. The Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. 1711, 1712, and 1734)
- iv. The Public Rangelands Improvement Act of 1978 (PRIA) (43 U.S.C. § 1901-1908)
- v. The Act of June 28, 1934, as amended (43 U.S.C. 315), commonly known as the Taylor Grazing Act

IV. PROCEDURES

a. The FWS and BLM jointly agree to:

- i. 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 horses and burros crossing from BLM-managed lands onto National Wildlife Refuges, and *vice versa*;
 - 2. Coordinating gather and population management activities, and explore adoption options;
 - 3. Collecting data in comparable formats which facilitate data sharing;

4. Coordinating internal and external outreach strategies;
 5. Coordinating aerial population inventories for horse and burro population composition, trend, and distribution, including the implementation of best science-based techniques and approaches
 6. Coordinating protocols for vegetation and habitat monitoring and management
 7. Coordinating aerial monitoring for fence conditions and explore joint fence maintenance along shared boundaries
 8. Identifying resource (vegetative and animal) monitoring data gaps, coordinate and support research efforts, and share 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. Coordinating all wild/feral horse management activities within the Tri-state area;
- ii.* Establish an Executive Committee consisting of the BLM Nevada, California and Oregon State Directors and the FWS Pacific Region Director, or their designees. The Executive Committee is responsible for overseeing and providing leadership to the management of wild/feral horses in the area addressed under this MOU. The Executive Committee will meet once a year with other meetings and/or conference calls convened if necessary. A Charter will be developed within one year of the effective date of this Agreement.
- iii.* Establish an Operational Working Group consisting of the BLM District/Field Managers and the Hart Mountain and Sheldon Refuge Managers, or their designees, with technical support provided by those individuals in the District/Field/Refuge offices responsible for wild/feral horse activities and the BLM State Program Leaders. The Operational Working Group is responsible for providing the oversight and leadership guidance necessary to implement the direction provided by the Executive Committee and the items outlined in this MOU. A Charter will be developed for the Operational Working Group within one year of the effective date of this Agreement.
- iv.* Develop an Operational 5-year Work Plan that will be designed to serve as the operational guidance for implementation of this agreement. The Operational Work Plan will be approved by the Operational Working Group and reviewed and updated annually prior to February 28th of each year;

b. The FWS agrees to:

- i.* Work towards the attainment of refuge purposes and resource objectives for biological integrity, diversity, and environmental health, emphasizing the conservation and restoration of native species and healthy, functioning, and intact habitats.
- ii.* Manage feral horses and burros on the Sheldon and Hart Mountain Refuges as outlined in the 2008 FONSI and EA for Horse and Burro Management on the Sheldon NWR, and the 1994 ROD and EIS for the Hart Mountain NAR Comprehensive Management Plan, or as specified in subsequent Comprehensive Conservation Plans for each refuge.

The BLM agrees to:

- iii.* Work towards the attainment of land use plan resource objectives while maintaining a thriving natural ecological balance for wild horses and burros;
- iv.* Manage to achieve healthy and sustainable herd within the Appropriate Management Levels (AMLs), where established.
- v.* Ensure compatibility with land use planning documents and policy in determination of AMLs;
- vi.* Use the best available science when determining or evaluating AMLs.

V. ADMINISTRATION

- a.* Nothing in this MOU will be construed as affecting the authorities of either party, or as binding beyond their respective authorities or to 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.* 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.* 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.* 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.* 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.
- f.* This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- g.* 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.* 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.
- i.* The MOU will become effective upon signatures by all of its participants.

VI. PRINCIPAL CONTACTS

Refuge Supervisor
U.S. Fish and Wildlife Service
911 NE 11th Avenue, 3E
Portland, OR 97232-4181

Deputy State Director for Natural Resources
BLM California
2800 Cottage Way, Sacramento, CA 95825

Deputy State Director for Resource Planning Use and Protection
BLM Oregon
333 SW First Avenue, Portland, OR 97204

Deputy State Director, Natural Resources, Lands & Planning
BLM Nevada
1340 Financial Blvd., Reno, NV 89520

VII. APPROVED

Robyn Thorson

July 28, 2010

Robyn Thorson, Regional Director
U.S. Fish and Wildlife Service
911 NE 11th Avenue, 3E
Portland, OR 97232-4181

Date

James Wesley Abbott

7.13.10

James Wesley Abbott, State Director, California
Bureau of Land Management
2800 Cottage Way, Sacramento, CA 95825

Date

Edward Shepard

7/20/10

Edward Shepard, State Director, Oregon
Bureau of Land Management
333 SW First Avenue, Portland, OR 97204

Date

Ron Wenker

6/24/10

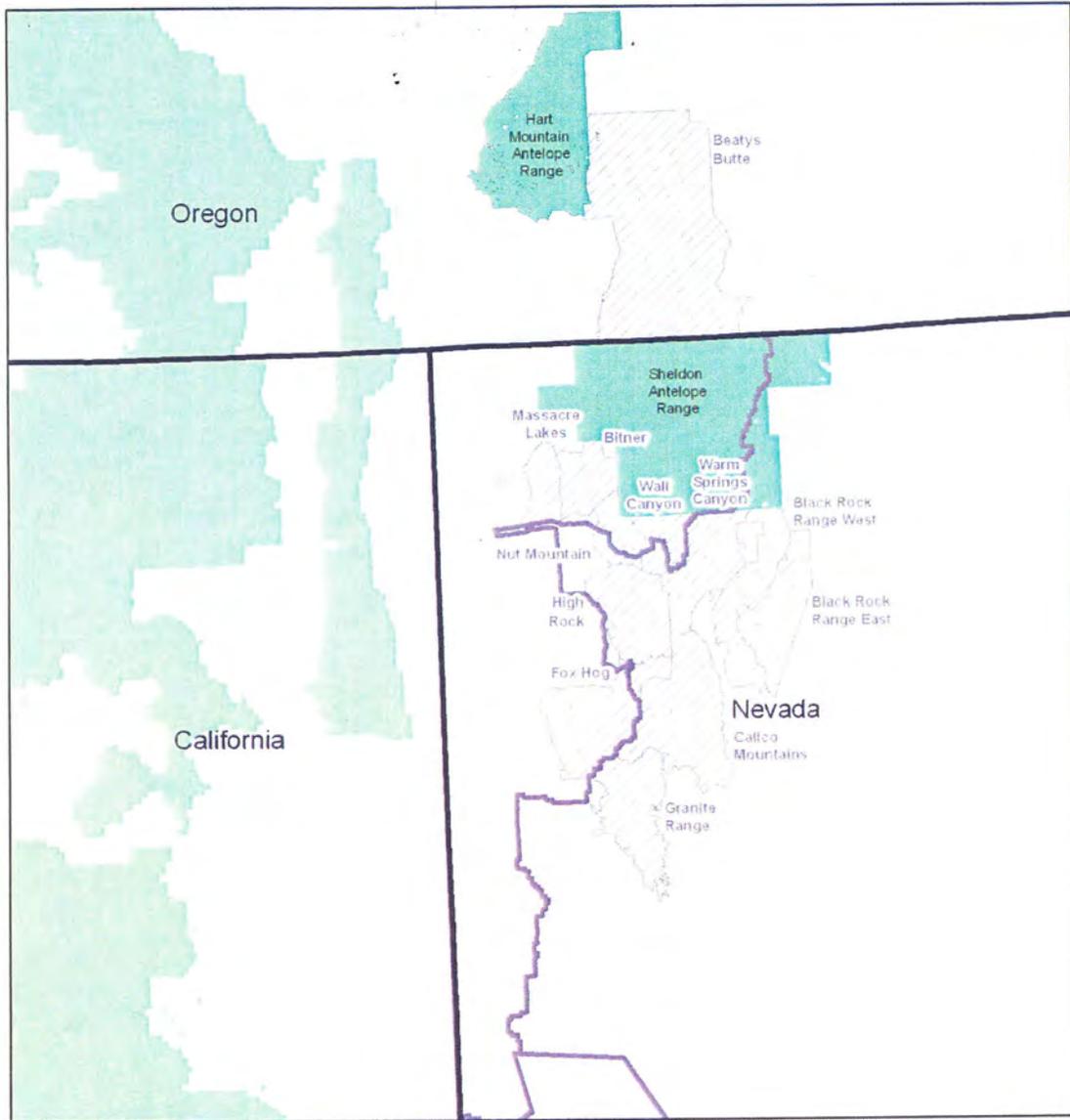
Ron Wenker, State Director, Nevada
Bureau of Land Management
1340 Financial Blvd., Reno, NV 89520

Date

Attachment 1

Tri-State Wild/Feral Horse and Burro Complex

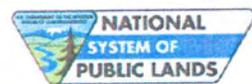
Tri State Wild/Feral Horse & Burro Complex



- Legend**
- State
 - Nevada
 - Herd Management Areas
 - Bureau of Land Management
 - Fish and Wildlife Service
 - Forest Service



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.



March 25, 2010