

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE

BUREAU OF LAND MANAGEMENT  
AND THE

FRIENDS OF THE MUSTANGS

I. STATEMENT OF JOINT OBJECTIVES

A. Purpose. The purpose of this agreement is to facilitate cooperation between the Friends of the Mustangs (FOM) and the Bureau of Land Management (BLM) by establishing the framework for the promotion of the Wild Horse Program within Colorado. Assistance is needed for the management of the Little Book Cliffs Wild Horse Range (LBCWHR) through on and off range activities. On range activities include the inspection and maintenance of fences, trails and springs, signage of trails and roads, reseeding areas and assistance with gathers. Off range activities include assistance with adoptions, and reassignment responsibilities, compliance checks, providing of guidance and/or assistance to adopters, promotion of wild horses at local events and various other projects relating to the wild horses and the range.

B. Objective. The objective of this agreement is to define the roles and responsibilities for the BLM and FOM to enhance BLM's management of the Little Book Cliffs Wild Horse Range and to promote adoption of wild horses along with the appropriate care of the adopted animals following adoption.

C. Authority. Authority for BLM to enter into this agreement is Section 307 (a) and (b) of the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 et seq.).

D. Benefits. FOM is a non-profit, volunteer organization dedicated to supporting the BLM Wild Horse and Burro Program and management of the Little Book Cliffs Wild Horse Range by assisting with on and off range activities listed above. BLM benefits from these efforts through management of the wild horse range, promotion of the wild horse and by informing the public of its role and mission in regard to the Wild Horse and Burro Program.

II. DEFINITIONS

A. Geographic Jurisdiction: Little Book Cliffs Wild Horse Range; Grand Junction Field Office

B. Responsible Liason Officials:

BLM: Jim Dollerschell

FOM: Carolyn Gilbert, President

III. VOLUNTEER AGREEMENT

FOM will sign a group volunteer agreement each year with the BLM and provide a list of its active members by February. This list will establish the FOM volunteers that will be covered under this agreement. Any person that works on a BLM project that is not covered under the group volunteer agreement will need to sign an individual agreement before they can participate.

IV. PROJECT MANAGEMENT PLAN

A. Friends of the Mustang (FOM) will:

Provide volunteers to accomplish the following on and off range responsibilities:

1. Provide post adoption checks either by telephone or physical compliance checks as requested by the BLM. FOM members completing compliance checks must meet BLM requirements and training. FOM will report their findings to BLM on the appropriate inspection form within one week of making the inspections. Follow-up actions for non-compliance will be the responsibility of the BLM not FOM members. All problems associated with a compliance check should be reported to the BLM as soon as possible. Animal abuse or major problems should be reported verbally the day of discovery. FOM, as a non-government agency will respect the adopter's right of not allowing FOM access to wild horses or burros that have been adopted. FOM will also provide assistance to local adopters as necessary.
2. Coordinate the compliance of local applicants when necessary prior to adoptions to insure adopter has adequate facilities. This may or may not include the visual inspection of each facility, depending upon each application. FOM will make recommendations to BLM on adequacy of facilities.
3. Participate in wild horse gather operations in the LBCWHR as needed. Persons participating in gather activities must be active members of FOM and must be approved by BLM for each particular task. A Field Risk Assessment (FRA) will be signed by all members participating in gather activities based on the task they are assigned.
4. Participate in local adoption events. All members involved will be approved by BLM for their assigned task and review and sign the appropriate RA.
5. Assist BLM with various projects on the horse range as a group or on an individual basis. Such projects could include trail, spring, sign, fence and facility maintenance, horse and range condition inspections and reseeding efforts. Project work must be approved by the BLM prior to initiation.
5. Assist BLM in conducting wild horse counts and vegetative range studies in the wild horse range.
6. Participate in the fertility control program of the LBCWHR. Tasks may include darting, data collection and analysis, selection of animals to be treated and tracking of horses. Participants must be approved by BLM and properly trained as well as review and sign the appropriate FRA.
7. Promote the wild horse program through participation in local events including parades, fairs, horse expos and other related activities. Includes demonstration of trained wild horses as well as distributing pamphlets and brochures pertaining to the wild horse program. These activities must be approved by BLM to be covered under this agreement. FOM will be responsible for acquiring the necessary permits and insurance required for these events.

8. Will be responsible for their own transportation and horses while working on BLM projects or participating in activities covered by this MOU. If personal ATV's are used by a FOM member in these duties they are responsible for their safety and safety equipment. The appropriate safety protection equipment should be worn for all tasks performed under this agreement including helmets, gloves, long sleeve shirts and boots for ATV use. Use of a chain saw requires chaps, helmet, eye and hear protection. The appropriate FRA must be signed by each individual for ATV and chainsaw use during activities covered under this agreement. Seatbelts shall be worn when operating government vehicles.
8. Will perform all tasks in the safest manner possible. If a task appears to have safety issues the BLM will be notified and corrective action will be taken prior to initiation or completion of the task.
9. Provide the BLM with Volunteer Hours for the Fiscal Year (FY) by October 1 of each year.
10. Review and sign each required FRA prior to any activity defined in this MOU.
11. For organized work days including both on and off range activities each volunteer will check in with the BLM or approved FOM coordinator prior to the activity and ensure they have been approved for the particular task and signed appropriate FRA.

B. BLM will:

1. Ensure that the safety of FOM personnel and wild horses is a top priority for all tasks and projects. BLM will assure that all tools and equipment provided to the FOM is in good working condition and that the appropriate Personal Protection Equipment (PPE) is provided and used. A safety session will be conducted prior to organized tasks. FRA documents will be developed for appropriate activities including gathers, adoptions and on and off range tasks . The contents of these assessments will be discussed and signed off by participants prior to participating in the activity.
2. Provide any necessary training required for safe performance of approved tasks including the fertility control program.
3. Provide pamphlets, brochures, banners, panels and any materials needed by FOM to promote the wild horse program in local events such as parades and expos. Provide any other necessary materials and equipment for projects.
4. Transport corrals and tanks for gathers. Provide feed and water for wild horses during the period of the gathers and adoptions. Allow limited administrative use of BLM facilities for volunteers when performing approved activities on the range.
5. Provide pamphlets containing adoption application and information to FOM for their assistance to adopters.

6. Provide a yearly list of possible projects to FOM for review and concurrence.
7. Approve all projects or tasks to be performed under this agreement. Ensure project supervision and direction for all projects.
8. Notify adopters and potential adopters that FOM will be working in an advisory capacity to BLM and will provide assistance and recommendations to adopters.
9. Provide compliance check information and training.

C. Cooperator and BLM Mutually Agree:

1. To jointly cooperate in this endeavor, for the purpose of gaining public support for the Wild Horse and Burro Program, ensure the safety and well being of the local wild horse herd and maintain a healthy sustainable rangeland to support the wild horses.
2. A list of approved volunteers will be maintained by the BLM and FOM president. To be approved the volunteer must be on the current membership list described above **and** have signed the appropriate Risk Assessments. A list of approved volunteers will be maintained by the BLM and FOM president. Any volunteer that has not reviewed and signed the appropriate Risk Assessment will not be allowed to perform the task under this agreement.
3. Approved activities for on and off range activities must meet the following requirements to be covered under this agreement. Organized workdays are scheduled workdays through BLM and FOM to accomplish specific tasks. Individual based tasks are those scheduled and performed by one or more volunteers to accomplish an approved task.
  - a) All activities must be approved by the BLM . Tasks not approved by BLM will not be covered under this MOU or Group Volunteer Agreement..
  - b) Requirements for an activity to be approved.
    - For organized work days a BLM project lead or assigned FOM coordinator must approve the activity or tasks. Attendees will sign in and be approved for their assigned task.
    - For tasks performed on an individual basis a BLM project lead or assigned FOM coordinator must be contacted prior to initiation of the task describing when, where and with whom the task will be performed. The task must be approved by the BLM project lead or FOM coordinator. Once the task is completed and the volunteer has returned home safely the BLM or FOM coordinator will be notified.
4. All organized work days will include a safety discussion prior to initiation of the work. For an individual based task a safety discussion will be discussed when the task is approved by the BLM or FOM coordinator. Safety sessions will be documented on a ‘tailgate safety’ sheet or through a FRA.
5. The appropriate means of communication between the volunteer and the BLM/FOM coordinator will be discussed when a task is approved either through the organized work days or individual basis process. Radios and/or satellite

communicators will be issued to volunteers that will be performing tasks in all areas with un-confirmed mobile phone service to include the Little Book Cliffs or other areas of approved duties. Volunteers will be expected to be able to notify emergency services within 5 minutes of an accident.

6. Any volunteer operating a government vehicle or operating a chainsaw must complete the required training for these tasks. A valid state drivers license and completion of an approved Defensive Driving course will be required for operation of a vehicle. An approved chainsaw course will be required to operate a chainsaw or similar type of equipment.
7. Proper Protection Equipment (PPE) will be required for chain saw operation as outlined in the associated FRA.
8. When an approved task is to be performed by horseback a minimum of two riders must be present. Compliance with this requirement will occur when the task is approved by BLM or FOM coordinator. It is the volunteers responsibility that the horse to be ridden is capable of performing the task in a safe manner (ie The horse is familiar with being ridden in rough and rocky terrain).
9. All approved members will receive a copy of the Volunteer Service Agreement, MOU and required FRA.
10. The use of BLM administrative facilities (ie campers, horse trailers) on and off the range for volunteer work must be approved by the BLM.

#### V. TERMS OF AGREEMENT

This agreement shall become effective on the date of the final signature and shall remain in effect until a new FOM president is elected, unless terminated in accordance with the provisions of OMB Circular A-110.

Each fiscal year a list of possible projects will be provided to FOM for review and concurrence and the agreement will be reviewed annually by FOM and BLM and its operation and success evaluated. This agreement may be renewed for subsequent fiscal years by mutual agreement by other parties.

Any section of this agreement shall be modified or deleted by mutual consent of both parties and such modification shall be in writing.

#### VI. PROPERTY MANAGEMENT AND DISPOSITION

BLM materials such as fence posts, wire, gates, water troughs, display boards etc. will be provided to Friends of Mustangs by the BLM for each project, as needed. Upon completion of a project or upon the request of the BLM, BLM materials in the possession of FOM will be returned to the BLM.

VII. REPORTS

A report and/or list of volunteer hours will be provided to BLM by October 1st each year outlining the hours spent performing activities identified in this MOU.

VIII. SIGNATURES

Friends of the Mustangs

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

\_\_\_\_\_  
Carolyn Gilbert                      Date  
President

\_\_\_\_\_  
Katie Stevens                      Date  
Field Office Manager