



**MEMORANDUM OF UNDERSTANDING
between
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT-EASTERN STATES
and
US WILD HORSE AND BURRO ASSOCIATION**

Concerning

WILD HORSE AND BURRO PROGRAM SUPPORT

MOU NO. BLM-ES-09-002

I. Purpose

This Memorandum of Understanding (MOU) between the Bureau of Land Management-Eastern States (ES) and the US Wild Horse and Burro Association (USWHBA), establishes a professional partnership facilitating volunteer support for the Bureau of Land Management's (BLM) Wild Horse and Burro (WHB) Program. All parties deem this MOU mutually advantageous in that volunteers supplement and enhance WHB operations, support adoptions, and assist in public education and information dissemination. This partnership achieves the common goal of adopting America's wild horses and burros into private care.

II. Authority

BLM's authority to enter into this MOU is provided for in Section 307b of the Federal Land Policy and Management Act of 1976 (43 USC 1737) as amended by Public Law 98-540; Public Law 95-454, section 301 (5 USC 3111); 5 CFR 308; and the Federal Tort Claims Act (28 USC 2671-2680).

III. Funding

Nothing in the MOU shall obligate the ES to expend appropriations or to enter into any contract or other obligation. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require

the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by Congress. Each subsequent agreement or arrangement of funds, services, or property shall be made in writing and shall be independently authorized by appropriate statutory authority and regulations, including those applicable to procurement activities.

IV. Conditions

The general responsibilities of the ES and the US Wild Horse and Burro Association, are set forth as follows:

A. The Bureau of Land Management-Eastern States shall:

1. Establish regular communication with the USWHBA;
2. Utilize, when and where appropriate, USWHBA volunteers to promote and advance the WHB program;
3. Ensure USWHBA members, when acting on the behalf of the BLM, ES, and/or WHB program, have a completed and signed BLM volunteer agreement on file and up-to-date;
4. Recognize the USWHBA as a partner organization in events and occurrences where a function or activity is the direct result of an agreement or action exclusively between the ES and USWHBA.

B. The US Wild Horse and Burro Association shall:

1. Abide by all policies set forth by the BLM, ES, and WHB program;
2. Represent the BLM, ES, and WHB program appropriately, and when doing so, in support of existing policies, mandates, and laws;
3. Ensure their members are BLM volunteers and have completed and signed a BLM volunteer agreement prior to conducting any effort on behalf of the BLM;
4. Coordinate and confirm all efforts and initiatives in the name of the BLM, ES, and/or WHB program, with an ES official prior to initiating any work on the agency's behalf;
5. Use BLM, ES, and/or WHB program logos only in accordance with all Federal laws, policies, and directions affecting the use and display of such logos;

6. Maintain regular communication with the ES about WHB-USWHBA initiatives;
7. Represent themselves first as BLM volunteers when conducting work on behalf of the BLM, ES, and/or WHB program.

C. Both parties shall:

1. Promote an open dialogue and flow of communication;
2. Recognize the primary emphasis of any operation related to the WHB program is the placement of wild horses and burros into private care and the education of the public about the BLM's WHB program;
3. Abide by the volunteer status of this MOU;
4. Understand that nothing in this agreement implies that any member of the USWHBA is an employee of the Federal government, and therefore is extended no benefits otherwise extended to employees, except where authorized by a signed and up-to-date BLM volunteer agreement.

V. Scope and Limitations

It is agreed and understood by and between the said parties that:

- A. Each party's representative will have the authority to speak for his/her office for purposes of this MOU.
- B. This MOU in no way restricts the ES from participating with other public and private agencies, organizations, and individuals.
- C. Nothing in the MOU shall be construed as obligating any of the parties to expend sums in excess of, or for the purposes other than, that which appropriations have been made.
- D. The rights and benefits conferred by the MOU shall be subject to the laws of the United States governing the BLM and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way imparting the general powers of supervisions, regulation, and control by BLM or ES.
- E. Contact for this MOU:
 1. The ES representative and authorizing official for this MOU will be Scott Swanson, Public Affairs Specialist.

2. The USWHBA representative and authorizing official for this MOU will be Robin Rivello, President, USWHBA.

VI. Effective Date, Modifications, and Terminations

- A. The need for this MOU is expected not to exceed one calendar year from the date of signature, at which time it shall expire, unless formally canceled or renewed by official parties.
- B. No later than sixty (60) days prior to the expiration date, the parties to this MOU will review it and determine whether it should be renewed.
- C. Any of the parties in the MOU may propose document changes at any time before its expiration. Any such change(s) shall be made in the form of an amendment and shall not become effective until it has been agreed to and signed by all authorized officials.
- D. Any of the parties to the MOU may unilaterally terminate it before its expiration date by providing sixty (60) days' written notice to the other party.

The parties hereto have executed this MOU as of the last date written below.

APPROVED:

Scott Swanson
Bureau of Land Management

01/29/09

Date

Robin Rivello
US Wild Horse and Burro Assoc.

01/23/09

Date