

**LIMITED-PURPOSE COOPERATIVE AGREEMENT –
NON-EXCLUSIVE, FERTILITY CONTROL**

**BY AND BETWEEN THE NEVADA DEPARTMENT OF AGRICULTURE AND ITS
COOPERATOR AMERICAN WILD HORSE PRESERVATION CAMPAIGN**

Whereas, except as otherwise provided by law, all estrays and feral livestock within the State of Nevada are deemed for the purpose of NRS 569.010 to be the property of the Nevada Department of Agriculture (“the Department”);

Whereas, pursuant to NRS 569.010, the Department “has all rights accruing pursuant to the laws of this state to owners of those animals, and may. . . (p)rovide for the management, control, placement or disposition of estrays and feral livestock through cooperative agreements pursuant to NRS 569.031;”

Whereas, feral livestock are “any formerly domesticated livestock or progeny of domesticated livestock which have become wild and are running at large upon public or private lands in the State of Nevada, and which have no physical signs of domestication. The term does not include horses or burros that are subject to the jurisdiction of the Federal Government pursuant to the Wild Free-Roaming Horses and Burros Act, 16 U.S.C. §§ 1331 to 1340, inclusive, and any regulations adopted pursuant thereto, or any other federal statute or regulation;”

Whereas, estrays are “any domesticated livestock or progeny of domesticated livestock showing signs of domestication, running at large upon public or private lands in the State of Nevada, whose owner is unknown in the section where the animal is found;”

Whereas, pursuant to NRS 569.031, the “Department may enter into a cooperative agreement for the management, control, placement or disposition of the livestock with another agency of this state or with a county, city, town, township, peace officer, poundmaster or nonprofit organization;”

Whereas, pursuant to NRS 569.031, “(i)f an agreement is entered into, it must provide for:

1. The responsibility for the payment of the expenses incurred in taking up, holding, advertising and making the disposition of the stray or feral livestock, and any damages for trespass allowed pursuant to [NRS 569.440](#);
2. The disposition of any money received from the sale of the livestock;
3. The protection of the rights of a lawful owner of an stray or feral livestock pursuant to [NRS 569.040](#) to [569.130](#), inclusive;
4. The designation of the specific geographic area of this state to which the cooperative agreement applies; and

5. The cooperating person or entity to hold the State of Nevada harmless from any claim or liability arising from an act or omission of the cooperating person or entity in carrying out the cooperative agreement.

Whereas, the Virginia Range Area consists of that area bounded on the North by Interstate 80, on the East by Highway 95A, on the South by Highway 50, and on the West by Old Highway 395, which area is depicted on Attachment A;

Whereas, the Virginia Range Area is inhabited by feral or stray horses that are not subject to the jurisdiction of the Federal Government pursuant to the Wild Free-Roaming Horses and Burros Act (“the Virginia Range Horses”) currently numbering in the thousands, whose population has multiplied in recent decades due to the lack of natural limitations on such growth;

Whereas, continued population growth of the Virginia Range Horses will aggravate already existing threats to public safety, the range habitat, and the well-being of the horses themselves, as forage becomes increasingly limited;

Whereas, documented population declines must be demonstrated during each 12 month period; and

Whereas, American Wild Horse Preservation Campaign, a California Non-Profit Corporation registered to do business in Nevada, entity number EO191632018-9 (“the Cooperator”), is in good standing as a domestic or foreign corporation or other entity, with the Nevada Secretary of State, and the Department wish to cooperate in the sole activity of taking measures to limit fertility of Virginia Range Horses by use of non-invasive means of fertility control management (“FCM”), specifically, an established and recognized protocol and procedures for the administration of porcine zona pellucida (PZP) or similar variants approved by the Department that reduce conception rates in horses utilizing recognized and approved delivery methods.

NOW, IT IS THEREFORE AGREED by and between the Department and the Cooperator:

1.0 Point of Contact

The Department and the Cooperator hereby designate the following persons to serve as respective points of contact:

Department: Doug Farris, Administrator, Division of Animal Industry, 775-353-3709, d.farris@agri.nv.gov; 405 South 21st Street, Sparks, NV 89431

Cooperator: Tracy Wilson, Nevada State Director, 775-292-0610, tracy@americanwildhorsecampaign.org; PO Box 62, Carson City, NV 89701

2.0 Scope of Work

a. The Cooperator, through its employees, volunteers, and designated, trained, certified darters shall at the direction of the Department, implement only a program of FCM on Virginia Range Horses pursuant to the coordination of the Department. The Cooperator shall utilize persons trained to implement the FCM according to industry best practices. Such program shall

include darting of mares with PZP. No such darting shall occur within 500' feet of a roadway, residence or business building or a distance that is not in conformance with any county government regulation, whichever is greater.

b. The Cooperator shall employ a system for tracking darting efforts, current individually identified horses, and number of foals born, and shall report monthly in writing to the Point of Contact for the Department on all information requested by the Point of Contact with respect to darting activities employed for the month and current population status. This information shall be subject to validation by Department.

c. The Cooperator shall not engage in any feeding of Virginia Range Horses without and specific advance approval in writing by the Director of the Department, or delegate, and include the following additional requirements for Temporary Bait Feeding for Fertility Control Treatment and Protection of Public Safety.

Temporary Bait Feeding for Fertility Control Treatment and Protection of Public Safety:

In the interest of protecting public safety, and in an effort to control population growth of feral/stray horses, pursuant to NRS 569.040, the Department hereby authorizes the Cooperator, upon receipt of written concurrence to the terms of this letter, to perform temporary bait feeding practices for fertility control treatment and population control of Virginia Range feral/stray (VRE) horses.

Request for approval shall include, but is not limited to:

1. Location of the property owned by or under the authority of, **LEGAL PROPERTY OWNER, ADDRESS, APN: XXX-XXX-XX.**
2. Temporary bait feeding approval for the above listed properties is valid beginning **XX/XX/XXXX** and will expire on **XX/XX/XXXX**
3. **Property Owner Signature** and **date** of activity approval.

Conditions to be followed with bait feeding for fertility control:

- Temporary bait feeding may only be performed in approved remote locations per the requested location documentation.
- Temporary bait feeding may not be performed within 2,640' feet of any business, residence or developed roadway.
- Temporary bait feeding may not be more than 10 pounds on a dry matter basis for adults and 5 pounds on a dry matter basis of hay in a 24-hour period.
- Temporary bait feeding may not occur in one specific location for more than 5 consecutive days.
- Feed supplied for the purpose of temporary bait feeding shall only be certified weed-free hay.
- No temporary bait feeding may take place on any property owned by or under the authority of the Bureau of Land Management without its prior written approval.
- The supplying of water to Virginia Range horses (livestock) does not fall under the jurisdiction of the Department. Authorization to use water sources in Nevada to provide water to livestock must be approved by the Nevada Division of Water Resources.
- Temporary bait feeding approval is not to be used to supply additional feed, minerals, or nutrients as a supplemental source to the naturally growing range forages.

- Any individuals, other than the Department authorized parties and their associates, found to be supplying feed, minerals, or nutrients to Virginia Range horses are in violation of NRS 569.040.
- Temporary bait feeding permission is granted for the sole purpose of fertility control treatment to control populations for the purpose of reducing population numbers near roadways and urban areas to protect public safety.

3.0 Owner's Consent

The Cooperator shall not engage in any activity within this scope of work on private property not its own or under its control without the written consent of the landowner or other person with legal authority to grant such consent. The Cooperator shall promptly provide the Department with a copy of any document providing such consent.

4.0 Consideration

The Cooperator shall carry out the scope of work under this agreement at no cost to the Department, and the Department shall not be obligated to compensate Cooperator, its employers, and volunteers for their time or expenses.

5.0 Indemnity, Insurance, Hold Harmless

The Cooperator agrees to hold the Department harmless from any claim or liability arising from an act or omission of the Cooperator in carrying out the cooperative agreement. Cooperator shall ensure that all of its employees and volunteers will have appropriate and sufficient general liability insurance to address claims, injuries, or damages that may arise from the Cooperator's performance under this Agreement. Such insurance shall include workers compensation insurance, where applicable. Cooperator shall provide written proof of such insurance to the Department and shall not undertake any activities under this agreement until it has received written approval of such insurance.

The Department will hold harmless the Cooperator for its good faith effort to take measures to limit fertility of the Virginia Range horses by use of non-invasive means of fertility control managed as set forth in this agreement including, but not limited to, the scope of work defined in Section 2.0. The Department is not liable under this paragraph upon proof of active negligence or greater culpability on the part of the Cooperator. The Department and by extension the State of Nevada will not be held responsible for any reputational harm to Cooperator for its efforts as outlined in this agreement.

6.0 Non exclusivity: subcontracting

This agreement does not grant to the Cooperator the exclusive right to conduct activities on behalf of the Department within the scope of work. The Department reserves the right to delegate concurrent fertility control management of Virginia Range horses to other cooperators. The Cooperator shall cooperate with the Department's coordination of the Cooperator's work and that of other cooperators.

The Cooperator may not delegate any work under this agreement unless such delegation is approved through the Department entering into a cooperating agreement with the subcontracting person or entity to whom the delegation is to be made.

7.0 Term, Suspension, Termination

- a. The term of this agreement shall begin on May 1, 2023, and end on April 30, 2024.
- b. Immediate suspension. The Department may order the immediate suspension of work by the Cooperator without cause at any time by giving notice to the Cooperator's point of contact in writing by email or regular mail.
- c. Termination with or without Cause. Either Party may terminate this agreement with or without cause on thirty days' written notice to the point of contact of the other party, sent by certified mail.

8.0 Public Records

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

9.0 Proper Authority

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Cooperator is or employs persons authorized by law to perform the services set forth herein.

10.0 Limitation of Liability

By entering into this agreement, the Department does not waive any limitation of liability it has under the Constitution and laws of the State of Nevada, including those set forth in NRS Chapter 41.

11.0 Governing Law; Jurisdiction

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive

jurisdiction of the First Judicial District Court in and for the State of Nevada for any matter arising under this agreement.

12.0 Entire Agreement and Modification

This agreement, including the recitals hereto, constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby. This agreement shall not be effective until signed by both parties as follows:

Nevada Department of Agriculture

J.J. Goicoechea, DVM , Director

Dated: 04/28/2023

American Wild Horse Campaign,
A Foreign Non-Profit Corporation

Suzanne Roy
Suzanne Roy, Secretary

April 28, 2023
Dated: