

**LIMITED-PURPOSE COOPERATIVE AGREEMENT – NON-EXCLUSIVE,
VIRGINIA RANGE ESTRAY AND FERAL MANAGEMENT BY AND BETWEEN
THE NEVADA DEPARTMENT OF AGRICULTURE AND ITS COOPERATOR
WILD HORSE CONNECTION, INC.**

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, range habitat, sensitive ecosystems, and the well-being of the horses themselves, as available rangelands decline, and forage continues to become increasingly limited; and

Whereas, Wild Horse Connection, a Non-Profit Corporation registered to do business in Nevada, entity number E0233962015-6 (“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 management of Virginia Range Horses to include authorized diversionary feeding, NDA authorized relocation of Virginia Range Horses, repair of fencing in the Virginia Range Area, and other mitigation efforts that the parties mutually agree to.

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

1.0 Point of Contact

Until such time as a new point of contact is designated, the following persons shall serve as respective points of contact:

Department:

NDA Approving Authority: Chad Sestanovich, Administrator, Division of Animal Industry, 775-753-1355, csestanovich@agri.nv.gov; 4780 East Idaho Street, Elko, NV 89801

NDA Daily Operations: Jim Wheeler, VRE Feral/Stray Horse Project Manager, Division of Animal Industry, 775-899-4950, j.wheeler@agri.nv.gov; 405 South 21st Street, Sparks, NV 89431

The Cooperator: Corenna Vance, President, WHC, 775-240-1304, info@wildhorseconnection.org, 10045 Coleman Lane Stagecoach, NV 89429

Each party shall notify the other of any change in point of contact, including name, title, telephone number, email address, and mailing address, no later than 5 days after such change, by regular mail and fax to the following:

Notices to the Department: Office of the Director, Nevada Department of Agriculture, 405 South 21st Street, Sparks, NV 89431, (775) 353-3661

Notices to the Cooperator: Wild Horse Connection, 350 Sierra Manor Dr., Reno, NV 89511

2.0 Scope of Work

The Cooperator, through its employees and volunteers shall at the direction of the Department, oversee the management, control, placement or disposition of stray and feral livestock in the Virginia Range in the following areas;

a. The Cooperator shall, no later than six (6) months from the execution of this Agreement, provide to the Department their current standard operating procedures (SOP) that address any activities which will be undertaken pursuant to this Agreement by the Cooperator. SOPs shall include procedures for identifying locations that meet diversionary feeding criteria, procedures relating to requesting authorization, formula for determining locations and durations for authorized diversionary feeding, and specific performance measures that demonstrate how the Cooperator's activities undertaken pursuant to this Agreement are intended to achieve overall public safety and nuisance reduction.

b. The Cooperator may respond to citizen complaints regarding fencing or public safety hazards in accordance with approved SOPs and with the authorization of the Department. The Cooperator agrees to attempt to contact a Department POC for approval prior to undertaking any action. In the event such contact cannot be achieved, the Cooperator shall follow approved SOPs and report the activity and its outcome via email to the Department POC's within seventy-two hours.

c. The Cooperator may respond to requests to trap, remove, or relocate Virginia Range Horses when an exigent public safety condition exists and officials having statutory responsibility for public safety determine that immediate action is warranted for the protection of public safety, and upon determination made in accordance with SOPs that the Department personnel or resources are not available to respond in a timely manner to resolve the urgent public safety threat. Any failure to adequately resolve or mitigate such threat in accordance with this agreement and SOPs shall not subject the Cooperator to any liability. Any Virginia Range Horses removed from the Virginia Range shall not be relocated or returned to any portion of the Virginia Range area.

d. The Cooperator may arrange for the provision of Virginia Range Area on-site veterinary care by a licensed veterinary practitioner in the event that the Cooperator arrives at an incident involving one or more injured Virginia Range Horses, and when it is apparent to any reasonable person that the Virginia Range Horse requires immediate veterinary intervention, and the Department cannot be reached. In the event that a Virginia Range Horse displays injuries or disease past recovery as described in NRS 574.110, the Cooperator may request the response of a licensed veterinary practitioner to euthanize the animal and notify the Department within seventy-two

hours. The Cooperator may also request a response from the Department, dependent on staffing availability. If the Department cannot respond or be reached in a timely manner, the Cooperator may request a Peace Officer or Animal Control Officer to respond to euthanize said animal in the most humane method that is immediately practicable. No local, state, or federal government agency or law enforcement agency has an obligation, responsibility or duty to respond or perform such requests. An agency's decision to respond or perform the requested activity falls solely under the authority and discretion of an officer and their agency. The Department shall incur no obligation to costs associated with veterinary care, board, euthanizing, or services that may result from the Cooperator responding to an injured Virginia Range Horse. Any Virginia Range Horse removed outside of the Virginia Range boundaries to receive veterinary assessment/care shall not be returned or relocated to any portion of the Virginia Range Area.

e. The Cooperator may remove, or relocate to a more discreet location, deceased Virginia Range horses, including those euthanized at the Cooperator's direction, at the expense of the Cooperator and notify the Department within seventy-two hours.

f. The Cooperator may request approval to perform diversionary feeding, to include not more than 20 pounds, on a dry matter basis for adults (1 year and older) and 5 pounds on a dry matter basis for foals, of hay in a 24-hour period of certified weed-free hay to Virginia Range Horses to encourage horses to relocate to specific areas for purposes of reducing horse-human conflicts and improving public safety on specified properties where signed owner authorization has been provided by the Cooperator to the Department and upon written approval at the discretion of the Department. All diversionary feeding locations shall not occur within 2,640 feet of any business, residence, or highway (NRS 484A.095). Department approved diversionary feeding shall not be granted between the dates of April 15th and October 1st of each calendar year. The Department may grant a variance on a case-by-case basis if determined to be in the best interest of protecting public safety.

g. The Cooperator shall request private landowner permission, or permission from the State entity responsible for the existing structure or structures, to implement fencing/cattle guard or gate projects and/or repairs to manage and control Virginia Range Horses on the Virginia Range. Costs for such repairs and/or the installation of fencing shall be borne by the Cooperator and/or the entity requesting the construction of said fencing. The Department shall not incur any financial obligation for any such project unless explicitly agreed to in writing by the Department.

h. The Cooperator shall coordinate the activities of authorized volunteers in furtherance of the objectives outlined in this Agreement and provide appropriate training to all volunteers in activities outlined in this Agreement with respect to conducting such activities safely in order to comply with the intent of NRS 41.519. Upon execution of this Agreement, the Cooperator shall provide the Department with a current list of all staff, volunteers, and organizations that the Cooperator employs or utilizes in the furtherance of the objectives outlined in this Agreement within 30 calendar days. The list shall be updated and provided to the Department quarterly with any changes.

i. The Cooperator shall provide a monthly report to the Department listing a summary of activities, including but not limited to, descriptions of authorized diversionary feeding activities

and their results, descriptions of control (e.g., fencing) activities, monthly cooperator volunteer hours incurred responding to or addressing Virginia Range Horses, and any responses to requests to relocate animals. The Cooperator shall submit monthly reports to the Department no later than the 10th day of each month following the previous reporting month.

j. The Cooperator shall notify the Department when working with any Animal Control Agency or other organization on any activities outlined in this agreement, when such additional resources can help facilitate safe and effective resolution of such activities.

3.0 Parties Mutually Agree

a. Virginia Range horses removed from the Virginia Range Area by the Cooperator shall be held at either the Warm Springs Correctional Center or a Department approved location during the estray advertisement period, per NRS 569. Horses located at the Warm Springs Correctional Center shall be removed no more than five (5) business days after agreement of placement. Boarding fees of \$10.00 per horse, per day will incur after agreement of adoption and will be the responsibility of the placement recipient, due to the Department.

Virginia Range horses removed by the Cooperator may be offered to the Cooperator for placement after the completion of the estray advertisement period. The Cooperator shall reimburse the Department for all advertising fees incurred for the placed horses, should the Cooperator choose to accept. Placed Virginia Range horses shall undergo a transfer of ownership (Brand Inspection Clearance Certificate), with associated costs being borne by the placement recipient, payable to the Department prior to release of Department possession. Placement fees per horse will be determined and set by the Department at the time of agreement for placement.

b. Horses deemed by the Department to pose public safety threats, nuisance horses, and/or trespass horses may be authorized for removal from the Virginia Range area and subsequent placement following the submission of a written and signed request(s) of a legal property owner and/or public entity to the Department. The parameters set forth in Section 3.0(a) of this Agreement will apply to this subsection following the Cooperators request to perform these actions and the subsequent approval by the Department. Horses deemed to be removed per this subsection which are not removed by the Cooperator for placement will be removed and placed by the Department or their approved agents. All Virginia Range horses removed from the Virginia Range area which undergo placement shall be microchipped and freeze branded by the Department prior to release from State custody.

4.0 Owner's Consent

The Cooperator shall not engage in any activity within this scope of work on private property not owned by or under its control without the written consent of the landowner or other person with legal authority to grant such consent. The Cooperator shall provide the Department with a copy of any document providing such consent within seven business days. In an emergency situation,

landowner permission may be provided verbally, with notification to the Department within seventy-two hours.

5.0 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/or volunteers for their time or expenses.

6.0 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. Any changes, modifications, or amendments to the Cooperators insurance shall be provided to the Department within two business days.

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.

7.0 Nonexclusively; 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 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 delegate work with a subcontracting person or entity upon written notification to the Department prior to commencement. Any work performed by a subcontractor must fall within the scope of this agreement.

8.0 Term, Suspension, Termination

- a. The term of this agreement shall begin on September 10, 2023 and end on September 10, 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.

9.0 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.

10.0 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.

11.0 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.

12.0 Governing Law; Jurisdiction

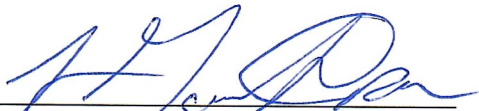
This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties' consent to the exclusive jurisdiction of the First Judicial District Court in and for the State of Nevada for any matter arising under this agreement.

13.0 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: 9/8/23

Wild Horse Connection,
A Domestic Non-Profit Corporation



Corenna Vance
President

Dated: 09/08/2023