MEMORANDUM OF UNDERSTANDING

Between the

NATIONAL PARK SERVICE,
BUREAU OF LAND MANAGEMENT
and
CARR FARMS

This Agreement is made and entered into between Carr Farms, the United States of America, U.S. Department of the Interior, National Park Service (NPS) and Bureau of Land Management (BLM).

Article I. Purposes

Whereas, Title V of the California Desert Protection Act of 1994, P.L. 103-433, October 31, 1994 established the Mojave National Preserve and Death Valley National Park and provided that it shall be administered in accordance with the provisions of law generally applicable to units of the National Park System;

Whereas, the January 1999, Strategic Plan for Management of Wild Burros, commits the NPS and BLM to work collaboratively to share staff and resources to manage wild burros in the most effective and cost efficient manner possible;

Whereas, 16 United States Code, Section 1 Et. Seq. provides that such units shall be administered in accordance with the purposes for which they were included in the National Park System;

Whereas, Carr Farms has demonstrated its desire and ability to provide long-term care for burros that are to be removed from Federal lands, and is therefore willing to accept and care for burros removed from lands administered by the NPS;

Whereas, the BLM maintains facilities to aid in the preparation and transportation of wild horses and burros removed from publicly administered lands;

Whereas, the BLM maintains a nationwide network of volunteers willing to assist in finding homes for wild horses and burros;

Therefore, it is mutually agreed that the NPS and the BLM will coordinate the preparation and transportation of burros removed from the NPS lands in Mojave National Preserve and Death Valley National Park and that Carr Farms will accept ownership of and full responsibility thereafter for the care, and/or placement with qualified individuals, of such burros.

Article II. Authority

NPS represents that its authority to enter into and perform this agreement derives from 16 United States Code, Section 1 et. seq. The BLM is authorized to enter into the agreement under provisions of the Federal Land Policy and management Act (43 U.S.C. 1737) and The Wild Free-Roaming Horses and Burros Act (16 U.S.C. 1331-1340), as amended.

Article III. Statement of Work

A. NPS Agrees to:
   1. Gather the burros from NPS lands using the most humane and cost effective methods available;
   2. Deliver the burros removed from NPS lands in Mojave National Preserve and Death Valley National Park to the Ridgecrest Wild Horse and Burro Center in Ridgecrest, CA;
   3. Coordinate with BLM regarding the timing of gathers and estimated numbers and dates of delivery;
   4. Coordinate and cooperate with the BLM and Carr Farms' designated key contacts concerning mutually agreeable gather and delivery schedules;
   5. Make information available to the volunteers for use in promoting the adoption of burros removed from NPS lands. Such information will include information about the Parks, photographs and any other materials that will be helpful for promoting the Parks and the burros;
   6. Coordinate with BLM on issuing press releases and communicating with the Department of Interior and Congress on initiating the partnership and implementation progress.

B. The BLM Agrees to:
   1. Receive animals gathered from NPS lands in Southern California and prepare them for shipping with all necessary veterinary certificates, including the results of a Coggins test, and the opinion of a veterinarian that each burro to be transported is in sufficiently good condition to withstand the stress and discomfort of the trip;
   2. Coordinate trucking of burros from Ridgecrest, CA, to a location suitable to the safe and humane transfer of the animals to the possession of Carr Farms;
   3. Coordinate and cooperate with the NPS and Carr Farms' designated key contacts concerning mutually agreeable gather and delivery schedules;
   4. Coordinate with Carr Farms regarding the number of animals to be delivered at any one time with the total not to exceed 100 animals in a calendar year.
   5. Continue to seek additional partners willing to assist with finding homes for burros removed from NPS lands in Southern California;
   6. Serve as the primary point of contact with the volunteers;
   7. Serve as the lead in issuing press releases and communicating with the Department of the Interior and Congress on initiating the partnership and implementation progress.

C. Carr Farms Agrees to:
   1. Accept ownership of burros gathered from NPS lands in Southern California;
   2. Accept up to 140 burros in any one year;
   3. Either provide a long-term permanent home for the burros or make the animals available for adoption to the public;
   4. Establish procedures necessary to ensure that animals adopted to the public are provided humane care, are not used for commercial purposes or recreational roping, and will not be sold for slaughter;
   5. Notify NPS and BLM regarding any animals that die during transportation or handling and, if such information is available, veterinary reports concerning animals that die due health complications;
   6. Provide NPS and BLM with information regarding where the burros are adopted;
   7. Coordinate and cooperate with the NPS and the BLM's designated key contacts concerning mutually agreeable delivery schedules;
   8. Notify BLM regarding communication with the media or any Congressional contact in regard to the partnership.

Article IV. Termination of Agreement
This agreement may be terminated upon thirty (30) days written notice by any party to the others.

Article V. Term of Agreement

This Agreement shall go into effect upon the date of the latest signature and shall expire on September 30, 2005, unless terminated earlier by operation of Article IV, above.

Article VI. Key Officials

A. The key contacts for the NPS with the authority to implement responsibilities under Article III are:

Larry Harris
Mojave National Preserve
National Park Service
222 East Main Street, Suite 202
Barstow, California 92311
(760) 255-8840

Linda Greene
Death Valley National Park
National Park Service
California State Highway 190
P.O. Box 579
Death Valley, CA 92328
(760) 786-3256

B. The key contacts for the BLM with the authority to implement its responsibilities under Article III are:

Dave Sjaastad
Ridgecrest Field Office
Bureau of Land Management
300 So. Richmond Road
Ridgecrest, CA 93555
(760) 384-5430

Tom Pogacnik
California State Office
Bureau of Land Management
2800 Cottage Way W-1834
Sacramento, CA 95825
(916) 978-4637

C. The key contacts for the FFA with the authority to implement its responsibilities under Article III is:
Randall and/or Paula Carr
4844 Couts-Carr Road
Cross Plains, TN 37049
(615) 654-2180

Article VII. Authorizing Signatures

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement:

10/8/03
Mary G. Martin (date)
Superintendent, Mojave National Park
National Park Service
222 East Main Street, Suite 202
Barstow, California 92311
(760) 255-8815

10/8/03
JT Reynolds (date)
Superintendent, Death Valley National Park
National Park Service
California State Highway 190
P.O. Box 579
Death Valley, CA 92328
(760) 786-3256

10/8/03
Linda Hansen (date)
Manager, California Desert District
Bureau of Land Management
22835 Calle San Juan de los Lagos
Moreno, Valley 92553
(909) 697-5200

Randall Carr 10-2-03
Paula Carr 10-2-03
Randall and/or Paula Carr (date)
4844 Couts-Carr Road
Cross Plains, TN 37049
(615) 654-2180

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MEMORANDUM OF UNDERSTANDING

Between the

NATIONAL PARK SERVICE,
BUREAU OF LAND MANAGEMENT
and
WILD HORSE FOUNDATION

This Agreement is made and entered into between Wild Horse Foundation, a not for profit Corporation chartered in the State of Texas, the United States of America, U.S. Department of the Interior, National Park Service (NPS) and Bureau of Land Management (BLM).

Article I. Purposes

Whereas, Title V of the California Desert Protection Act of 1994, P.L. 103-433, October 31, 1994 established the Mojave National Preserve and Death Valley National Park and provided that it shall be administered in accordance with the provisions of law generally applicable to units of the National Park System;

Whereas, the January 1999, Strategic Plan for Management of Wild Burros, commits the NPS and BLM to work collaboratively to share staff and resources to manage wild burros in the most effective and cost efficient manner possible;

Whereas, 16 United States Code, Section 1 Et. Seq. provides that such units shall be administered in accordance with the purposes for which they were included in the National Park System;

Whereas, WHF has demonstrated its desire and ability to provide long-term care for burros that are to be removed from Federal lands, and is therefore willing to accept and care for burros removed from lands administered by the NPS;

Whereas, the BLM maintains facilities to aid in the preparation and transportation of wild horses and burros removed from publicly administered lands;

Whereas, the BLM maintains a nationwide network of volunteers willing to assist in finding homes for wild horses and burros;

Therefore, it is mutually agreed that the NPS and the BLM will coordinate the preparation and transportation of burros removed from the NPS lands in Mojave National Preserve and Death Valley National Park and that WHF will accept ownership of and full responsibility thereafter for the care, and/or placement with qualified individuals, of such burros.

Article II. Authority

NPS represents that its authority to enter into and perform this agreement derives from 16 United States Code, Section 1 et. seq. The BLM is authorized to enter into the agreement under provisions of the Federal Land Policy and management Act (43 U.S.C. 1737) and The Wild Free-Roaming Horses and Burros Act (16 U.S.C. 1331-1340), as amended.

Article III. Statement of Work

A. NPS Agrees to:
   1. Gather the burros from NPS lands using the most humane and cost effective methods available;
   2. Deliver the burros removed from NPS lands in Mojave National Preserve and Death Valley National Park to the Ridgecrest Wild Horse and Burro Center in Ridgecrest, CA;
   3. Coordinate with BLM regarding the timing of gathers and estimated numbers and dates of delivery;
   4. Coordinate and cooperate with the BLM and WHF's designated key contacts concerning mutually agreeable gather and delivery schedules;
   5. Make information available to the volunteers for use in promoting the adoption of burros removed from NPS lands. Such information will include information about the Parks, photographs and any other materials that will be helpful for promoting the Parks and the burros;
   6. Coordinate with BLM on issuing press releases and communicating with the Department of Interior and Congress on initiating the partnership and implementation progress.

B. The BLM Agrees to:
   1. Receive animals gathered from NPS lands in Southern California and prepare them for shipping with all necessary veterinary certificates, including the results of a Coggins test, and the opinion of a veterinarian that each burro to be transported is in sufficiently good condition to withstand the stress and discomfort of the trip;
   2. Coordinate trucking of burros from Ridgecrest, CA, to a location suitable to the safe and humane transfer of the animals to the possession of WHF;
   3. Coordinate and cooperate with the NPS and WHF's designated key contacts concerning mutually agreeable gather and delivery schedules;
   4. Coordinate with WHF regarding the number of animals to be delivered at any one time with the total not to exceed 100 animals in a calendar year.
   5. Continue to seek additional partners willing to assist with finding homes for burros removed from NPS lands in Southern California;
   6. Serve as the primary point of contact with the volunteers;
   7. Serve as the lead in issuing press releases and communicating with the Department of the Interior and Congress on initiating the partnership and implementation progress.

C. WHF Agrees to:
   1. Accept ownership of burros gathered from NPS lands in Southern California;
   2. Accept up to 100 burros in any one year;
   3. Either provide a long-term permanent home for the burros or make the animals available for adoption to the public;
   4. Establish procedures necessary to ensure that animals adopted to the public are provided humane care, are not used for commercial purposes or recreational roping, and will not be sold for slaughter;
   5. Notify NPS and BLM regarding any animals that die during transportation or handling and, if such information is available, veterinary reports concerning animals that die due health complications;
   6. Provide NPS and BLM with information regarding where the burros are adopted;
   7. Coordinate and cooperate with the NPS and the BLM's designated key contacts concerning mutually agreeable delivery schedules;
   8. Notify BLM regarding communication with the media or any Congressional contact in regard to the partnership.

Article IV. Termination of Agreement
This agreement may be terminated upon thirty (30) days written notice by any party to the others.

Article V. Term of Agreement

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Article VI. Key Officials

A. The key contacts for the NPS with the authority to implement responsibilities under Article III are:

Larry Harris	Linda Greene
Mojave National Preserve	Death Valley National Park
National Park Service	National Park Service
222 East Main Street, Suite 202	California State Highway 190
Barstow, California 92311	P.O. Box 579
(760) 255-8840	Death Valley, CA 92328
	(760) 786-3256

B. The key contacts for the BLM with the authority to implement its responsibilities under Article III are:

Dave Sjaastad	Tom Pogacnik
Ridgecrest Field Office	California State Office
Bureau of Land Management	Bureau of Land Management
300 So. Richmond Road	2800 Cottage Way W-1834
Ridgecrest, CA 93555	Sacramento, CA 95825
(760) 384-5430	(916) 978-4637

C. The key contacts for the WHF with the authority to implement its responsibilities under Article III is:
Gilbert R. "Ray" Field
Executive Director - Co-Founder
Wild Horse Foundation
P. O. Box 692
Franklin, Texas 77856
(979) 328-3927

Article VII. Authorizing Signatures

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement:

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Mary G. Martin (date)
Superintendent, Mojave National Park
National Park Service
222 East Main Street, Suite 202
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JT Reynolds (date)
Superintendent, Death Valley National Park
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California State Highway 190
P.O. Box 579
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10/8/03

Linda Hansen (date)
Manager, California Desert District
Bureau of Land Management
22835 Calle San Juan de los Lagos
Moreno, Valley 92553
(909) 697-5200

Oct 1. 2003

Gilbert R. "Ray" Field (date)
Executive Director - Co-Founder
Wild Horse Foundation
P. O. Box 692
Franklin, Texas 77856
(979) 328-3927