

MEMORANDUM OF AGREEMENT
BETWEEN
PEACEFUL VALLEY DONKEY RESCUE
AND
U.S. ARMY GARRISON, FORT IRWIN, CA

SUBJECT: Fort Irwin Burro Adoption

1. REFERENCES.

- a. Sikes Act, 16 USC 670a-670o, 74 Stat. 1052
- b. Public Law 92-195, The Wild Free-Roaming Horses and Burros Act of 1971
- c. AR 200-1, Environmental Protection and Enhancement
- d. Fort Irwin Integrated Natural Resources Management Plan
- e. Fort Irwin Integrated Pest Management Plan
- f. PVDR Standard Operating Procedures, Sec. I, Title II

2. PURPOSE. To facilitate a collaborative arrangement between the U.S. Army Garrison (USAG) Fort Irwin and Peaceful Valley Donkey Rescue (PVDR) in order to help reduce the burro population within the boundaries of Fort Irwin and the National Training Center (NTC), to include lands leased to the National Aeronautics and Space Administration (NASA) for the Goldstone Deep Space Communications Complex (GDSCC), by identifying responsibilities and expectations among the parties.

3. BACKGROUND. Feral burros have become a landscape scale issue throughout the Mojave Desert. Originally introduced to “tame the west”, burros were sturdy, sure-footed pack animals favored by settlers and miners throughout the California deserts. Approximately 100 years ago as miners left their claims they turned these animals loose. Absent any regular predation pressure, feral burro populations may increase at a rate of 22% per year. Throughout the history of the Fort Irwin military installation burro populations have invaded managed lands causing harm to natural and cultural resources and creating a safety hazard to soldiers, civilians, and family members. Property within the NTC boundary is not public lands, as defined in Reference b. As such, the Wild Free-Roaming Horses and Burros Act of 1971 does

not apply to non-migratory burros within the NTC boundary. In order to work toward the Army's ultimate goal of eliminating feral burros from the Fort Irwin installation, burro populations must be reduced. The Army and PVDR are committed to carrying out population controls through humane methods, and without significant adverse impact to the Fort Irwin environment.

4. OBJECTIVES.

- a. Humane capture, holding, transport and care of adult male and female burros and foals.
- b. Joint positive public outreach related to the Fort Irwin burro removal program.
- c. Long term tracking of all burros removed from Fort Irwin and the National Training Center lands.

5. SCOPE. This MOA addresses the agreements made between USAG Fort Irwin and the Peaceful Valley Donkey Rescue (PVDR).

6. RESPONSIBILITIES.

a. USAG Fort Irwin shall:

- (1) Arrange for the humane capture and temporary care and holding of adult male and female burros and foals.
- (2) Arrange for PVDR personnel access to the Fort Irwin and National Training Center installation.
- (3) Allow PVDR personnel and equipment reasonable access to specific areas of the installation for the purposes of capturing, loading and removing burros from holding areas.
- (4) Participate in regular communications (email/phone) with PVDR personnel to keep them informed of accumulated captured burro numbers and animal status (number of each sex, estimated age, apparent health conditions, etc.).
- (5) Jointly, with PVDR, develop metrics and associated timelines to communicate program progress and success.

- (6) Jointly, with PVDR, develop positive public outreach and communication materials related to activities addressed by this agreement, for press releases, social media announcements, and other media outlets. All messaging related to activities addressed by this agreement shall be jointly approved prior to release. No release of messaging not approved by both parties will occur.
- (7) Relinquish ownership rights, other than the rights to information as specified in paragraph 6. b. (10), to burros removed from Fort Irwin and the National Training Center upon their removal across the installation boundary.

b. PVDR shall:

- (1) All PVDR personnel accessing Fort Irwin under this agreement shall attend Fort Irwin Range Safety Training prior to conducting any work on Fort Irwin related to this agreement.
- (2) All PVDR personnel and all associated contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. PVDR/Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in PVDR/Contractor security matters or processes.
- (3) Work under this agreement is UNCLASSIFIED. PVDR/Contractor personnel shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of work under this agreement. PVDR/Contractor personnel shall not disclose and must safeguard data, Privacy Act data, and Government personnel work products that are obtained or generated in the performance of work under this agreement. This includes dissemination of protocols and papers not generally available through the public literature.
- (4) PVDR personnel or any representative of PVDR entering Fort Irwin, California shall abide by all security regulations and shall be subject to security checks. PVDR/Contractor personnel shall be lawfully employable in the United States.

Government rules, regulations, laws, directives, and requirements, in place or issued during the period this agreement is in force shall apply to all PVDR/PVDR Contractor's personnel. PVDR/PVDR Contractor shall be solely responsible for any costs resulting from PVDR/PVDR Contractor employee violations.

- (5) Maintain liability insurance for all staff and equipment following industry standards for animal wrangling and handling.
- (6) At the request of Fort Irwin, conduct humane capture of burros on NTC lands.
- (7) Upon notification from Fort Irwin, transport captured burros from Fort Irwin to PVDR facilities located in Barstow, California.
- (8) Provide humane care and treatment of the burros during all stages (round-up, staging, removal, quarantine and adoption/sanctuary) of the process.
- (9) Test all animals acquired from Fort Irwin for equine infectious anemia (EIA) prior to interstate transport.
 - a. Any equine, tested under this arrangement, receiving a positive EIA shall be humanely euthanized according to PVDR's Standard Operating Procedures (See Reference f.). The carcass shall be hauled away, in a discreet manner, by PVDR employees to the Barstow Landfill, located in Barstow, California, or as directed by the California State Veterinarian Office.
 - b. Once burros have cleared staging and PVDR is in possession of a negative Coggins and a veterinarian issued health certificate, the female and young burros shall be transported to PVDR's training facility in Scenic, Arizona. The males shall be transported to PVDR's main facility in San Angelo, Texas to await castration. All burros shall be quarantined away from any non-program burros for a period not less than 21 days.
- (10) Maintain detailed records of animals collected from the Fort Irwin installation including: any veterinary treatment, vaccinations/testing, and details of final disposition (whether private adoption or permanent refuge).
- (11) Provide the Army with each animal's records upon request.

- (12) At a minimum, provide cumulative data on number of animals captured, number of animals removed from Fort Irwin, status of EIA testing and results, animal locations, and comments regarding overall status of the animals in the system to Fort Irwin on a quarterly basis.
- (13) Jointly, with USAG Fort Irwin, develop metrics and associated timelines to communicate program progress and success.
- (14) Jointly, with USAG Fort Irwin, develop positive public outreach and communication materials related to activities addressed by this agreement, for press releases, social media announcements, and other media outlets. All messaging related to activities addressed by this agreement shall be jointly approved prior to release. No release of messaging not approved by both parties will occur.

7. MISCELLANEOUS.

- a. Assignment. No Party to this Agreement shall assign, sell, or otherwise transfer any obligation or interest in this Agreement.
- b. No Third-Party Rights. This Agreement is intended for the exclusive benefit of the Parties hereto and shall not be construed in law or equity to create rights in any third party.

8. IMPLEMENTATION INSTRUCTIONS.

- a. This MOA is effective upon the date signed by all parties and shall remain in effect for three (3) years from date unless mutually agreed to end at an earlier date.
- b. The parties shall review the MOA annually and it may be modified, suspended, or cancelled at any time by mutual consent. This MOA also may be terminated by either party by the provision of 90-days advance, written notice.
- c. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the intent of this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer funds, services, or property of the other party. Transfers of property or funds require execution of a separate agreement and are contingent upon the availability of appropriated funds. Negotiation, execution, and administration of this agreement must comply with all applicable laws. Nothing in this MOA is intended to alter,

limit, or expand any statutory and/or regulatory authority, although the parties clearly intend to conform their conduct under this agreement to meet all applicable regulatory and statutory requirements, and specifically all relevant obligations within References a. through e.

9. PRIMARY TECHNICAL POINTS OF CONTACT.

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FOR USAG FORT IRWIN:

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SETH D. KRUMMRICH
COL, SF
Garrison Commander

MARK S. MEYERS
EXECUTIVE DIRECTOR

(Date)

August 17, 2018
(Date)