



## MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE NAVAJO NATION AND GOVERNOR BILL RICHARDSON acting on behalf of THE FOUNDATION FOR THE PROTECTION OF NEW MEXICO WILDLIFE in partnership with RETURN TO FREEDOM WILD HORSE PRESERVATION and SANCTUARY, and other ANIMAL PROTECTION AND CONSERVATION GROUPS

This Memorandum of Understanding ("MOU") is made by and entered into between the Navajo Nation ("Nation") and Governor Bill Richardson acting on behalf of the Foundation to Protect New Mexico Wildlife in partnership with RETURN TO FREEDOM WILD HORSE PRESERVATION and SANCTUARY, and other Animal Protection and Conservation Groups.

### RECITALS

WHEREAS, the Navajo people have always valued horses and their well-being; and

WHEREAS, thousands of free-roaming horses on the Navajo Nation are causing damage to the Nation's natural resources, competing for forage, and thereby accelerating the degradation of the Nation's rangeland. Many of the free-roaming horses are suffering from neglect, illness, injury, starvation, and/or exposure. The Bureau of Land Management has determined through scientific analysis that wild horse populations grow at rates of 18-25 percent per year thus indicating the Navajo Nation's estimated population of 75,000 feral horses could easily grow by 13,500 to 18,750 in one year; and

WHEREAS, the Nation has determined that in order to cease the damage caused by these horses, to better manage the free-roaming horse population, and to better manage the rangeland, a comprehensive, humane equine management program is necessary to stop the transportation of horses to slaughter facilities; and

WHEREAS, the Nation and the Foundation to Protect New Mexico Wildlife ("Foundation") mutually commit to work in partnership to stop horse slaughter and implement alternative solutions to address the overpopulation of horses and to provide essential resources to achieve this objective with the understanding the Nation has little or no financial resources; and

WHEREAS, the Navajo Nation currently and consistently aspires to address horse overpopulation humanely and has been transporting horses off of the reservation only as a last resort; and

WHEREAS, the Navajo Nation and the Foundation agree that transporting horses to slaughter facilities in the U.S., Mexico or Canada is not a humane solution to horse overpopulation; and

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WHEREAS, in light of the Department of Agriculture's lack of funding for inspectors for horse slaughter facilities and recent judicial decisions, horse slaughter facilities are prevented from operating the United States; and

WHEREAS, the Parties intend to work together to create and implement a written comprehensive humane equine management program; and

WHEREAS, the Parties voluntarily enter into this MOU based upon their current and mutual belief that the long term benefits generated by a humane equine management program justify the potential actions and expenditures described herein.

### UNDERSTANDING

NOW, THEREFORE, it is mutually resolved;

### PURPOSE

The purpose of this MOU is to memorialize the Parties' agreement that the Nation and the Foundation will immediately begin to aid the facilitation, creation, planning, and implementation of a humane equine management program while seeking a permanent and humane solution to horse overpopulation. Such facilitation will include the Nation and its Division of Natural Resources and non-Navajo Nation entities including the Foundation as the Nation and the Foundation determines.

### SCOPE

In order to effectively and efficiently implement a comprehensive humane equine management program ("program") to address the free-roaming horse overpopulation and the damage caused by the horse population to the Navajo Nation, the Foundation and the Nation will fully cooperate in the creation, planning, and implementation of a humane equine management program.

#### A. The Foundation agrees:

1. That it will make determined efforts to fundraise, provide and/or secure resources for the Navajo Nation to use for the successful implementation of the management program.
2. That it will make determined efforts with states, the Federal Government, conservation groups, private Parties, and foundation groups, to identify and secure services for humane solutions to controlling horse overpopulation including triages, adoption, the creation of sanctuaries, providing feed to prevent starvation and the degradation of rangeland, and veterinarian services aimed at caretaking and population control.
3. That it will work in collaboration with the Nation or its designees to plan and implement specific activities agreed to by the Nation and the Foundation.
4. That it will conduct its efforts with deference to Navajo Law and Customs.

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5. That it will be respectful and considerate on the Navajo Nation lands and give notice when entering the land for the purpose of planning or implementing the program.

B. The Nation agrees:

1. That it will immediately make reasonable efforts to work with buyers offering humane alternatives to the transportation of horses to slaughter facilities, and
2. That once sufficient funds are secured for the Nation's humane equine management program and the horse population has been significantly controlled to a reasonable capacity, the Nation will cease the transportation of horses to slaughter facilities and all sales of horses to buyers transporting horses to slaughter facilities. Sufficient funds shall be determined by the Foundation and the Nation after the creation of the program plan.
3. That it will cease public statements that support horse slaughter, and will continue to support the humane treatment of horses.
4. That it will make reasonable efforts to apply for, provide and/or otherwise secure resources for the successful implementation of the program.
5. That it will provide authorization, notification and coordination for program activities by designating at least one Navajo Nation employee to serve as the implementation point person and program manager.
6. That it will provide reasonable access to tribal lands to the Foundation and its associates for the purpose of assessing, planning or implementing the program in coordination with tribal resources.

#### TERM

The effective date of this MOU shall be the date it is executed by all Parties. The term of the MOU is one year from date of execution.

Throughout the first year, the Parties to this MOU will meet in person, telephonically, or electronically to ascertain the status of the program plan, any barriers to implementation and if the Foundation's efforts to obtain resources as identified in section A are sufficient so as to continue this MOU for another year. This process for extending the term shall continue until either party terminates the MOU as allowed for in the section titled, "Termination," or the parties mutually agree to not extend the MOU for another year term.

#### TERMINATION

This MOU can be terminated by any of the Parties with written notification, which shall be issued at least 30 (thirty) days prior to the intended date of termination.

#### LIABILITY

The Parties understand and agree that (1) this MOU is not intended to create any legally



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binding rights or obligations; (ii) that this MOU is not enforceable in any court of law or equity; and (iii) that the consummation of the transactions and support described herein is contingent upon, among other things, the negotiation of mutually acceptable agreements as well as securing any necessary approvals required by law. Furthermore, no party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this MOU. Nothing herein shall be construed as a waiver of the Nation's sovereign immunity.

## CONFIDENTIALITY

Any confidential information provided to or developed in the performance of this MOU shall be kept confidential and shall not be made available to any individual or organization by any party without the prior written approval of the party that owns or possesses such information. Confidential information shall be marked as such.

## THIRD PARTY BENEFICIARIES

By entering into this MOU, the Parties do not create any right, title or interest for the benefit of any person not a party to this MOU; No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

## AMENDMENT

This MOU shall not be altered, changed, or amended except by instrument in writing and agreed to by all Parties to the MOU.

IN WITNESS WHEREOF, the Parties set their hands.

THE FOUNDATION to PROTECT NEW MEXICO WILDLIFE in conjunction with RETURN to FREEDOM WILD HORSE PRESERVATION and SANCTUARY, and OTHER WILDLIFE PROTECTION and CONSERVATION GROUPS

\_\_\_\_\_  
Bill Richardson, Co-Founder

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Ben Shelly, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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