

Nellis

2-27-1974
MOU
COPY

4/11.21
(N-930.7)

Nevada State Office
Room 3008 Federal Building
300 Booth Street
Reno, Nevada 89502

FEB 27 1974

Director (330)

State Director, Nevada

Cooperative Agreement - Nellis Air Force Base - Nevada Wild
Horse Range

A new agreement has been negotiated between the BLM State Director, Nellis Air Force Base, and the Atomic Energy Commission which incorporates the provisions of P.L. 92-195 and 43 CFR 4700 into the agreement. This agreement supersedes all previous agreements on the area. (Copy enclosed.)

We believe this area still has potential to assist in solving many problems relative to management of wild horses in Nevada. We will continue to evaluate opportunities, especially in conjunction with adjacent public lands.

E. I. Rowland

Enclosure: 1
Agreement

cc:
DM, Battle Mtn. (N-060)

REFerris:mc 2/25/74

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS, 57TH COMBAT SUPPORT GROUP (TAC)
NELLIS AIR FORCE BASE, NEVADA 89110



Handwritten notes:
3/15
R/19
1/16
1/22

12 FEB 1974

REPLY TO
ATTN OF: DEPR

SUBJECT: Cooperative Agreement Between BLM and Nellis AFB, Wild Horse
Management Area (Your 4711-3 N-9307, Nov 12, 1973)

TO: Bureau of Land Management
Room 3008, Federal Building
300 Booth Street
Reno, Nevada 89502

The original copy of the approved Cooperative Agreement between
Nellis AFB and the Bureau of Land Management is returned.

Please be advised page 7 has been added indicating AEC approval since
a small portion of the Wild Horse Range is included in land permitted
under Permit No DACA 09-4-70-43. Copy of this permit attached for
your information.

A handwritten signature in cursive script, appearing to read "Franklin D. Hundley", is written above the typed name.

FRANKLIN D. HUNDLEY, Lt Colonel, USAF
Base Civil Engineer

- 2 Atch
1. Cooperative Agreement
2. Permit # DACA-09-4-70-43

COOPERATIVE AGREEMENT
BETWEEN
THE BUREAU OF LAND MANAGEMENT, NEVADA STATE OFFICE
AND
UNITED STATES AIR FORCE, NELLIS AIR FORCE BASE

An agreement between the respective agencies to establish a WILD HORSE MANAGEMENT AREA was signed by the BLM, Nevada State Director and the Commander, Nellis Air Force Base in June 1962. An additional agreement containing the same provisions but modifying the location of the wild horse management area was signed by the BLM Nevada State Director on June 2, 1964 and the Commander, Nellis Air Force Base, on June 18, 1965. The Act of December 15, 1971 (16 U.S.C. 1331-1340), hereafter referred to as the Act, and the regulations of the Secretary of the Interior (43 CFR Part 4700), hereafter referred to as the regulations, places the responsibility for protection, management, and control of wild free-roaming horses and burros with the Bureau of Land Management when such animals use public lands administered by the Bureau as all or part of their habitat.

This Cooperative Agreement cancels and supersedes the agreements identified above and is for the purpose of establishing responsibilities relative to wild free-roaming horses and burros on the area described below in accordance with the Act. This agreement applies to the following described lands under the administration of Nellis Air Force Base:

The area described by townships and ranges with references to the Mount Diablo Base Line is as follows:

T. 1 S., R. 49 E., E-1/2; T. 1 S., R. 50 E., All;
T. 2 S., R. 50 E., All;
T. 2 S., R. 51 E., All; T. 3 S., R. 50 E., All;
T. 3 S., R. 51 E., All;
T. 3 S., R. 51-1/2 E., All; T. 3 S., R. 52 E., All;
T. 4 S., R. 50 E., All;
T. 4 S., R. 51 E., All; T. 4 S., R. 51-1/2 E., All;
T. 4 S., R. 52 E., All;
T. 5 S., R. 50 E., E-1/2; T. 5 S., R. 51 E., All;
T. 5 S., R. 52 E., All;
T. 5 S., R. 53 E., W-1/2; T. 6 S., R. 50 E., E-1/2;
T. 6 S., R. 51 E., All;
T. 6 S., R. 52 E., All; T. 6 S., R. 53 E., NW-1/4;
T. 7 S., R. 50 E., NE-1/4;
T. 7 S., R. 51 E., N-1/2; T. 7 S., R. 52 E., NW-1/4.

The area as described by longitude and latitude is as follows:

Beginning at the longitude of $116^{\circ}04'$ and a latitude of $37^{\circ}43'$ thence west on the same latitude to a longitude of $116^{\circ}13'$; thence north on the same longitude to a latitude of $37^{\circ}49'$; thence west on the same latitude to a longitude of $116^{\circ}20'$; thence north on the same longitude to a latitude of $37^{\circ}54'$; thence west on the same latitude to a longitude of $116^{\circ}30'$; thence south on the same longitude to a latitude of $37^{\circ}49'$; thence east on the same latitude to a longitude of $116^{\circ}26'$; thence south on the same longitude to a latitude of $37^{\circ}33'$; thence east on the same latitude to a longitude of $116^{\circ}23'$; thence south on the same longitude to a latitude of $37^{\circ}19'$; thence east on the same latitude to a longitude of $116^{\circ}11'$; thence north on the same longitude to a latitude of $37^{\circ}21'$; thence east on the same latitude to a longitude of $116^{\circ}07'$; thence north on the same longitude to a latitude of $37^{\circ}23'$; thence east on the same latitude to a longitude of $116^{\circ}04'$; thence north on the same longitude to the point of beginning.

It is jointly recognized that the horses and burros utilizing the area described above also utilize the adjacent public lands administered by the Bureau; therefore, the wild free-roaming horses and burros utilizing these areas are under the jurisdiction and responsibility of the Bureau in accordance with the provisions of the Act and the regulations. It is also jointly recognized that some of the horses and burros utilizing these areas may be privately owned and subject to recovery by the owners in accordance with Section 5 of the Act or estray animals subject to impoundment and removal under Nevada statutes.

Therefore, in the interest of carrying out the purposes of the Act and the regulations, the undersigned hereby agree as follows:

1. That the wild, free-roaming horses and burros that use the above described lands or other lands under the jurisdiction of Nellis Air Force Base and the national resource lands under the jurisdiction of the Bureau of Land Management, will be considered under the jurisdiction of the Bureau. The BLM Nevada State Director has delegated direct responsibility for the wild horses and burros to the Bureau's Las Vegas and Battle Mountain District Managers.
2. Nellis Air Force Base will cooperate with the Bureau in the recovery and removal of privately owned horses and burros in accordance with the Act and the regulations and the removal of estray animals in accordance with the State statutes.

3. That a joint management plan will be developed to provide for the management of these wild horses and burros and their habitat in a manner consistent with the purposes of the Act. As a minimum, this management plan will include the following:
 - A. An annual inventory of the wild horse and burro populations in the area of joint concern.
 - B. A continuing review of the habits of the wild horses and burros in terms of grazing and watering patterns, seasonal migrations, and the availability of water and forage. This would include a determination of the condition of the horses and burros and their habitat and if any excess animals must be removed to protect the soil, vegetation, watershed or other resource values in the area.
 - C. A determination of the necessary management-facilitation projects--water, fencing, etc.--to provide for the welfare of the animals.
4. Implementation of the management plan shall be carried out as agency funds and priorities permit. Management-facilitation projects may be constructed in accordance with the management plan by either agency or as a joint project. All projects shall be carried out as a coordinated program and minimizing conflicts with the basic mission of Nellis Air Force Base.
5. That the following procedures will be used, and controls recognized in carrying out this joint effort:
 - A. The inventory of the horses and burros and their habitat will be conducted jointly in accordance with plans or techniques jointly agreed upon and may include aerial or on-the-ground surveys and photography. In no case will Bureau of Land Management officials engage in these activities without clearance from the Commanding Officer, and then only in accordance with the provisions of paragraph 6 of this agreement.
 - B. The Commanding Officer shall assure that responsible officials under his command shall be aware of the terms and conditions of this agreement, and, in carrying out their maneuvers and operations, shall

exercise controls and assure compliance therewith. The Commanding Officer and officials under his command shall also be aware of acts which are in violation of the Act and the regulations and immediately report any known or suspected violations to the Las Vegas District Manager. Violations and penalties as set forth under the Act and the regulations are listed below:

Any person who-

- (1) Willfully removes or attempts to remove a wild free-roaming horse or burro from the public lands, without authority from the authorized officer - BLM or
- (2) Converts a wild free-roaming horse or burro to private use, without authority from the authorized officer - BLM, or
- (3) Maliciously causes the death or harassment of any wild free-roaming horse or burro, or
- (4) Processes or permits to be processed into commercial products the remains of a wild free-roaming horse or burro, or
- (5) Sells, directly or indirectly, a wild free-roaming horse or burro maintained on private or leased land pursuant to Section 4 of the Act, or the remains thereof, or
- (6) Willfully violates any provisions of the regulations under Group 4700, shall be subject to a fine of not more than \$2,000 or imprisonment for not more than 1 year, or both. Any person so charged with such violation by the authorized officer - BLM may be tried and sentenced by a U.S. commissioner or magistrate, designated for that purpose by the court by which he was appointed, in the same manner and subject to the same conditions as provided in Section 3401, Title 18, U.S.C.

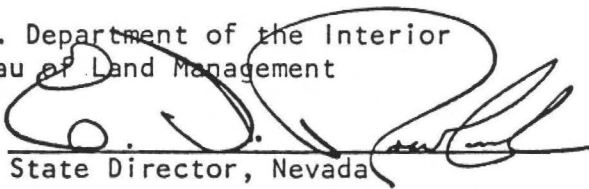
- C. If it is determined by the Commanding Officer that the presence of wild horses and burros interferes with military programs and operations, such problems shall promptly be referred to the District Managers, who shall be responsible for correcting the problem in accordance with access and related constraints or directives imposed by the Commanding Officer.
- D. The Las Vegas and Battle Mountain District Managers, Bureau of Land Management, herein referred to as the District Managers, shall represent the State Director of the Bureau of Land Management in implementation of this agreement.
6. Bureau personnel will not enter the area covered by this agreement without clearance from Nellis Air Force Base. Nellis Air Force Base will grant the Bureau access to the area to carry out its responsibilities under the Act and the regulations for any period or periods of time when such access does not interfere with the operations and missions of Nellis Air Force Base.
7. Requests for access to the area covered by this agreement by individuals or representatives of associations for any purpose related to the protection, management, and control of wild free-roaming horses and burros will be transmitted to and reviewed by the Bureau for a determination of the need and/or desirability of authorizing the access. If it is determined that access should be granted, the Bureau will contact Nellis Air Force Base and recommend that the access be granted. Generally, access to the area will be restricted to time periods when the individuals or representatives can be accompanied by either Bureau or Nellis Air Force Base personnel.
8. There shall be at least annual joint reviews of this wild horse and burro management program by the Commanding Officer or his representative and the District Managers of the Bureau of Land Management. The management plan may be updated on the basis of information gathered in these reviews.
9. No wild, free-roaming horses and burros shall be removed from the area, or harassed, captured, branded, or killed by either military or Bureau of Land Management personnel except as provided for in the Act and the regulations. In the event horses or burros are accidentally injured or killed by normal military operations, such instances shall be promptly reported to the Las Vegas District Manager.

10. There shall be open channels of communication between the District Managers and Commanding Officer to provide for prompt reporting of problems associated with wild horse and burro management and to promptly and efficiently carry out the programs here jointly agreed to. Any problems that cannot be reconciled at the District Manager-Commanding Officer level shall be referred through channels to higher authority of each agency for resolution.
11. The liability of the parties under this agreement is contingent upon the necessary appropriation and reservation of funds being made therefor.
12. No member or delegate of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit which may arise therefrom.
13. All cooperative work under the provisions of this agreement or supplemental agreements or memorandums of understanding will be accomplished without discrimination against any person because of race, creed, color, sex, or national origin.
14. This agreement shall become effective when signed by the designated representatives of the parties hereto and shall remain in force until terminated by mutual agreement, or by either party upon thirty days' notice in writing to the other of its intention to terminate upon a date indicated. Amendments to this agreement may be proposed by either party and shall become effective upon approval by both parties.

Approved:

U. S. Department of the Interior
Bureau of Land Management

Date: Nov 12, 1973

By: 
State Director, Nevada

U. S. Department of Defense
Nellis Air Force Base

Date: 8 Feb 1974

By: 
Commanding Officer

Approved:

U. S. Atomic Energy Commission

Date:

Jan. 18, 1974

By:

Herman E. Roser

Title:

HERMAN E. ROSER
~~N. C. Donnelly, Manager~~
DEPUTY MANAGER

DEPARTMENT OF THE AIR FORCE
PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY
TO USE PROPERTY ON

HOLLIS AIR FORCE RANGE, NEVADA

FD. 1362a-1-70-43

THE ATOMIC ENERGY COMMISSION, hereinafter referred to as the Permittee,
is hereby granted a permit for a term of ten (10) years,

beginning 1969 April 01, 19 and ending 1979 March 31, 10
only at level or above.
but revocable at will by the Secretary of the Air Force, to use and occupy for testing
purposes that area referred to as the Tonopah Test Range, at the location

FD. 1362a-1-70-43

Drawing No. 250-K-1, marked Exhibit B,

as shown substantially in red on Exhibit A, attached hereto and made a part hereof, and described
as follows:

An area approximately 24 by 26 miles starting from a point on
the northern boundary of the Hollis Air Force Range at approxi-
mately 37° 53' N - 116° 26' W., thence 26 miles West to approxi-
mately 37° 53' N - 116° 55' W, thence South to approximately
37° 35' N - 116° 55' W, thence 26 miles East to approximately
37° 33' N - 116° 26' W, thence 24 miles North to point of
beginning.

Containing 369,280 acres, more or less.

THIS PERMIT is granted subject to the following conditions:

1. That the use and occupation of the said premises shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the premises, and subject also to such rules and regulations as he may from time to time prescribe.
2. That the permittee shall, at its own expense and without cost or expense to the Department of the Air Force, maintain and keep in good repair and condition the premises herein authorized to be used.
3. That any interference with or damage to property under control of the Department of the Air Force incident to the exercise of the privilege herein granted shall be promptly corrected by the permittee to the satisfaction of the said Department of the Air Force.
4. That the permittee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Department of the Air Force or through Department of the Air Force facilities for the use of the permittee.

END FORM 1362a
1 OCT 57

(ER 405-1-875)

PREVIOUS EDITIONS ARE OBSOLETE

Atch 2

8. That operating details for use and occupancy of the Tonopah Test Range shall be delineated in a separate "Operating Agreement" to be negotiated between Nellis Air Force Base and the permittee's Albuquerque Operations Office. The "Operating Agreement" shall reflect the following conditions:

a. That the permittee's use of the Tonopah Test Range shall take precedence over the use by the Department of the Air Force.

b. That the Department of the Air Force may use the Tonopah Test Range on a noninterference basis at any time the Tonopah Test Range has not been scheduled for use by the Manager, Tonopah Test Range.

c. That the Department of the Air Force shall control the use of the restricted air space, designated as R-4809, but shall give priority to the permittee's requirements.

d. That permittee and Department of the Air Force shall assume responsibility and accountability for the property, within Tonopah Test Range, for which they have funded.

9. That the permittee may make additions to its buildings and facilities in, or alterations of, the Tonopah Test Range without the prior consent of the Department of the Air Force.

10. That the Department of the Air Force may conduct bombing and gunnery training on a noninterference basis on ranges to be constructed in a mutually acceptable Tonopah Test Range area.

11. That the permittee shall be responsible for the disposal of all Tonopah Test Range property for which the permittee funded, in accordance with applicable laws and regulations.

12. That this permit succeeds Permit No. SFRE-(S)-727 dated 1956 November 09, and Amendments Nos. 1 and 2 thereto, which terminated by its own terms on 1969 March 31.

The Atomic Energy Commission
Nellis Air Force Range, Nevada
Permit No. DACA09-4-70-43

NOT APPLICABLE

5. That no additions to or alterations of the premises shall be made without the prior consent of the said officer.

6. That if for any reason it should be deemed necessary or expedient for the Department of the Air Force to perform functions and/or render services which are the responsibility of the permittee, the said officer may, in lieu of reimbursement, require the permittee to furnish the personnel and/or materials required for the performance of said functions and/or for the rendering of said services. In addition to furnishing personnel and/or materials, the permittee shall reimburse the Department of the Air Force for any costs incurred by the Department of the Air Force in connection with said functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the said officer. Department of the Air Force.

7. That on or before the date of expiration of this permit or its relinquishment by the permittee, the permittee shall vacate the said premises, remove its property therefrom, and restore the premises to a condition satisfactory to the said officer, ordinary wear and tear and damage beyond the control of the permittee. If, however, this permit is revoked, the permittee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Air Force may designate.

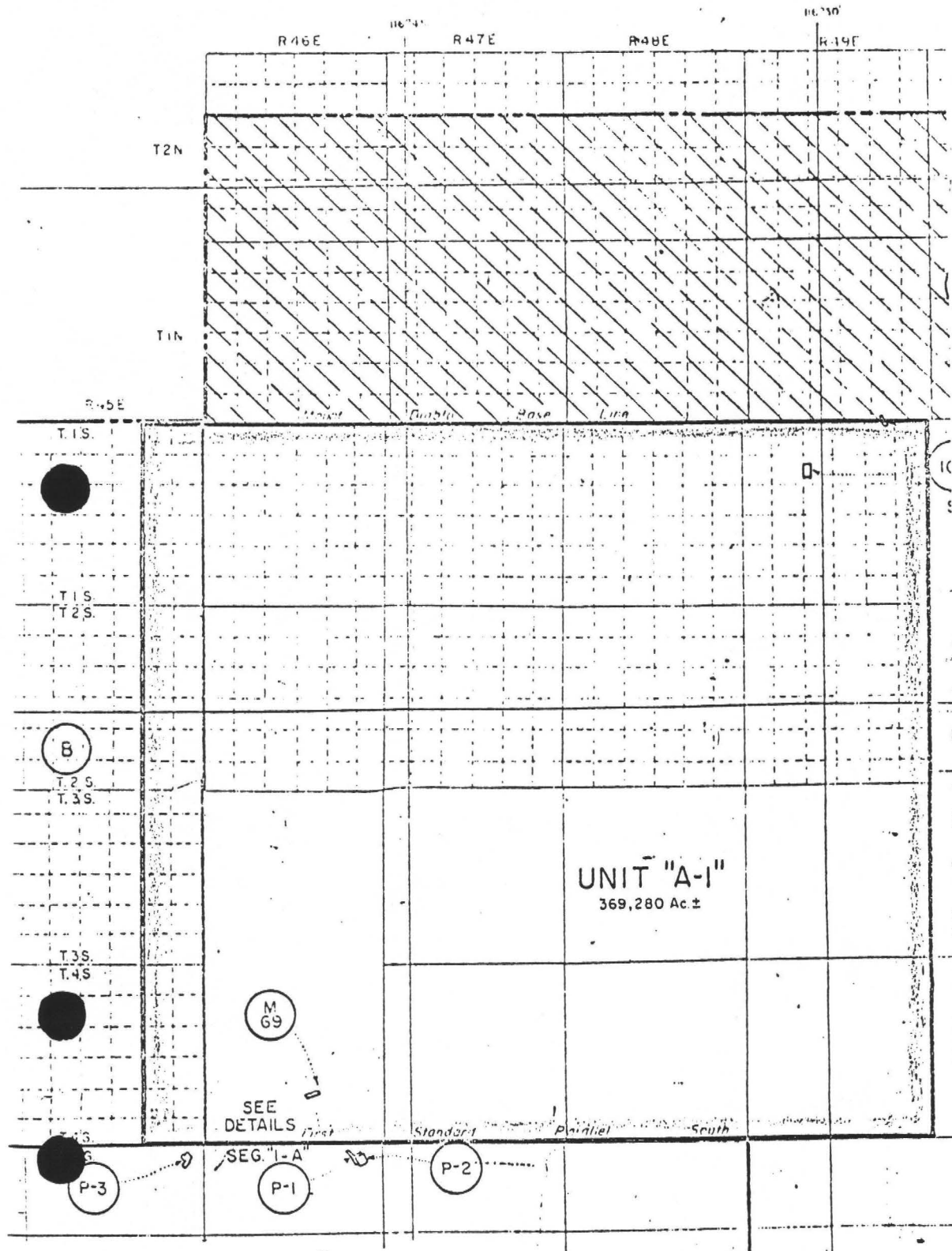
13. That prior to execution of this permit, the following changes were made:

- Revised: Granting clause and Conditions Nos. 4 and 6.
- Added: Conditions Nos. 8 through 13. Conditions Nos. 8 through 12 are contained in Exhibit A, attached hereto and made a part hereof.
- Deleted: Conditions Nos. 1, 3, 5 and 7.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the

Air Force this 30th day of July, 19 69.

/s/ John Houston
JOHN HOUSTON
ACTING CHIEF, REAL ESTATE DIVISION
U. S. ARMY ENGINEER DISTRICT, LOS ANGELES



LEGEND

PERMIT TO A F C FOR USE AND TESTING. (RENEWAL OF PERMIT NO. SPRE-(S)-727)

EXHIBIT 13

Scale 1" = 4 miles

DEPARTMENT OF THE ARMY
OFFICE OF THE LOS ANGELES DISTRICT ENGINEER
SOUTH PACIFIC DIVISION

Nellis Air Force Range
Outgrant to Atomic Energy Commission
Unit "A-1"

DATE: 11 JULY 1969

DRAWING NO. 252