

MEMORANDUM OF UNDERSTANDING
between
United States Department of the Interior - Bureau of Land Management
and
The American Endurance Ride Conference

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for a cooperative relationship between the American Endurance Ride Conference (AERC) and the Bureau of Land Management (BLM) at the national, state, and local levels to facilitate appropriate natural resource management, conservation, and education regarding responsible equestrian recreation on BLM administered lands.

INTRODUCTION

- A. The BLM, an agency of the U.S. Department of the Interior, manages more land—258 million surface acres—than any other Federal agency. The Federal Land Policy and Management Act (FLPMA) of 1976 gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages such resources and uses as outdoor recreation, wild horse and burros, livestock grazing, and mineral development, and it conserves natural, historical, cultural, and other resources on the public lands. The BLM protects, manages, and controls wild horses and burros under the authority of the Wild Free-Roaming Horses and Burros Act of 1971 to ensure that healthy herds thrive on healthy rangelands. The BLM manages these living symbols of the Western spirit as part of its multiple-use mission under FLPMA.
- B. The AERC is a federally registered 501(c) (3) tax-deductible non-profit organization and is the national governing body for long distance riding. The AERC was founded in 1972 to promote the sport of endurance riding and to encourage and enforce the safe use of horses in demonstrating their endurance abilities in a natural setting through the development, use, and preservation of trails. The AERC also works to attract and reward members who provide for their horses' immediate and long-term physical and emotional health and well-being.
- C. The BLM and AERC recognize the value of promoting public-private partnerships that encourage responsible use of public lands by visitors participating in recreational activities. The BLM and the AERC share the common interest of disseminating information to the public regarding the relationship between equestrian recreation and conserving natural resources. The BLM and the AERC recognize that the exchange of information and technical expertise leads to more effective recreation management.

AUTHORITY

The BLM enters into this MOU under the authority of Section 307(b) of FLPMA, 43 U.S.C. 1737(b).

RESPONSIBILITIES

The parties agree as follows.

A. The BLM will:

1. Encourage BLM offices to work with AERC representatives and affiliated clubs and organizations to identify opportunities to work together.
2. Encourage BLM offices to use the AERC communication network to communicate with the AERC representatives, affiliated clubs, and organizations.
3. Where appropriate, make wild horse and burro adoption program information, and education information regarding land-use ethics and conservation on BLM lands, available to AERC.
4. Encourage BLM offices to provide technical assistance and/or information to help the AERC produce and distribute educational materials delivering rider ethics messages consistent with "Leave No Trace" and other messages that support the BLM mission.
5. Where appropriate, assist the AERC and its affiliated clubs and organizations in identifying and pursuing funding opportunities for equestrian recreation from non-federal sources, such as state-sponsored grant programs or private grant programs.
6. Share information and coordinate with the AERC prior to the publication of any cooperative BLM/AERC printed materials intended for public distribution regarding equestrian recreational activities on BLM lands.
7. Encourage AERC members to attend local wild horse and burro adoptions and learn about the potential of using an adopted wild horse in the discipline of endurance riding.

B. The AERC will:

1. Work with the BLM to identify appropriate partnership opportunities for equestrian recreation education programs and jointly pursue such projects in conjunction with the equestrian recreation community, contingent upon availability of funds and personnel. The AERC will also encourage its members to work with local BLM offices to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities.

2. Develop and maintain a national communications network for contacting local equestrian enthusiasts and organizations through a system of state representatives.
3. As appropriate, provide technical assistance to the BLM offices involved in equestrian recreation management and educational activities and make the AERC program information available to the BLM.
4. Maintain a database and library of publications related to equestrian activities for the BLM's use in analyzing proposed equestrian projects and planning documents.
5. Provide the public and the BLM the opportunity to attend the AERC conferences and to participate in the AERC training on topics such as conflict resolution, community collaboration, equestrian strategic planning, and facilitation skills to improve understanding and communication among diverse groups.
6. Obtain the BLM's approval prior to the publication of any cooperative BLM/AERC printed materials intended for public distribution regarding equestrian recreational activities on BLM lands.
7. Encourage members and other recreationists to take part in the BLM's volunteer projects, such as inventory of trails on public lands, and to be involved in the BLM's planning processes to improve the health of public lands.
8. Encourage members to attend local wild horse and burro adoptions and learn about the potential of using an adopted wild horse in the discipline of endurance riding.

GENERAL PROVISIONS

The BLM and AERC agree that:

- A. The principal contacts for this agreement are:

BLM:

Andy Tenney
Chief, Planning and Resource Branch, National Recreation & Visitor Services Division
USDI, Bureau of Land Management
Washington Office
1849 C Street, N.W. MS- LS302
Washington, D.C. 20240
Phone: 202-452-7735

AERC:


Kathleen A. Henkle
Executive Director
American Endurance Riders Conference
P.O. Box 6027
Auburn, California 95604
Phone: 530-823-2260

The local contact persons for the BLM are Field Managers, who may enter into subsequent agreements and partnerships as needed at the local level to accomplish portions of this MOU.

- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors and/or agreements will be outlined in separate subsidiary agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
- C. This MOU does not establish authority for noncompetitive award to the AERC of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.
- D. Any information furnished to the BLM under this instrument may be subject to the Freedom of Information Act (5 U.S.C. § 552 et seq.).
- E. This MOU in no way restricts the BLM or the AERC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- F. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- G. This MOU becomes effective upon signature by the parties and, unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by the parties. Either party to this MOU reserves the right to terminate the agreement, or any part thereof, at any time upon 30 days prior written notice to the other party.


- H. Modifications to the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.
- I. Each party will be liable for its own actions, and the actions of its employees, undertaken in the performance of any actions contemplated under this MOU.
- K. Nothing in this MOU shall be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of the AERC or any of its member organizations.
- L. Nothing in this MOU shall obligate BLM to any present or future expenditure of funds.
- M. Work projects or activities that involve transfer of money, service or property shall require execution of a separate agreement. The type of instrument will be determined by the nature of the activity and the manner in which AERC and BLM propose to share the resources.
- N. The parties to this MOU will comply with the Federal Advisory Committee Act to the extent it applies.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



JAMES L. CASWELL
Director
USDI Bureau of Land Management

Date: 8/19/08



KATHLEEN HENKLE HENKEL
Executive Director
American Endurance Rider Conference

Date: 10/2/08