

FS Agreement No. 10-MU-11132424-338
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
AMERICAN ENDURANCE RIDE CONFERENCE
And The
USDA, FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the American Endurance Ride Conference, hereinafter referred to as "AERC," and the USDA, Forest Service, Washington Office, hereinafter referred to as the "FS."

Title: American Endurance Ride Conference

- I. PURPOSE:** The purpose of this MOU is to develop and expand a framework of cooperation upon which mutually beneficial programs, projects, training, and other recreational activities may be planned and accomplished on National Forest System (NFS) lands by the FS and the AERC.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FS is a federal agency dedicated to the management of NFS lands for a variety of uses and activities, including outdoor recreation. The FS is interested in providing a variety of diverse recreational opportunities that are environmentally sensitive and educational and that support community objectives to contribute to local and regional economies and improve the local quality of life.

The AERC Mission Statement: 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. Further, the AERC's mission is to ensure that all sanctioned events are conducted in a safe, fair and consistent manner, and to actively promote and conduct educational efforts and research projects that will foster a high level of safety and enjoyment for all horses and riders.

In consideration of the above premises, the parties agree as follows:

III. THE AERC SHALL:

- A. Work with the FS at the national, regional, and local levels to identify agreed upon cooperative opportunities (such as trail design, construction, maintenance and preservation projects; recreational use studies, and educational programs) and



- pursue these projects with the recreation community in general and the equestrian endurance community in particular through subsequent agreements.
- B. Encourage local AERC affiliate organizations to work with local FS staff in the development of mutually beneficial projects and educational activities (in particular the AERC Trail Master program).
 - C. Make, educational and interpretive materials developed by the AERC available to the Forest Service.
 - D. Develop and maintain a communication network for equestrian users through the Trails and Land Management Committee of the AERC.
 - E. Notify the FS of available technical assistance in connection with equestrian projects, educational activities, opportunities, and management on NFS lands.
 - F. As appropriate, provide outdoor ethics education (LNT), Trail Master training, and instruction to AERC members and the public in connection with AERC programs and activities on NFS lands.
 - G. Before conducting approved projects or rides on NFS lands, complete a hazard and preservation analysis that addresses anticipated hazards associated with these activities and measures that should be taken to reduce the hazards.
 - H. Conduct safety training prior to engaging in approved projects on NFS lands.
 - I. Inform the FS of threats posed by invasive species to recreational activities on NFS lands and educate AERC's members and the public regarding these threats; encourage adoption of best practices and compliance with applicable laws, regulations, and FS policies in connection with preventing the spread of invasive species on NFS lands; and work with the FS at the local level to develop mutually beneficial projects to prevent the spread of invasive species.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Work with the AERC and its affiliates nationally, regionally, and locally to identify appropriate cooperative opportunities (such as trail design, construction, maintenance and preservation projects; recreational use studies; and educational programs) for the benefit of the general recreation and equestrian endurance communities.
- B. Encourage local FS officials to work with the AERC office staff, representatives, affiliates, and members in the development of mutually beneficial projects (trails, in particular) and educational activities.
- C. Where appropriate and feasible, make available to the public the AERC's interpretive and educational information regarding outdoor ethics and equestrian and recreational opportunities on NFS lands.
- D. Consistent with applicable laws, regulations, land management plans, and FS policies, consider the goals and concerns of the AERC in connection with access to NFS lands for equestrian and equestrian-related activities.
- E. Include the AERC on public involvement lists for proposed projects and land management plan revisions and amendments that would impact access or opportunities for equestrian and equestrian-related activities on NFS lands.
- F. Provide information to the AERC on how to conduct hazard analyses and safety training for projects conducted under the MOU.



V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. This MOU shall take effect when it is fully executed and shall expire five years from its effective date.
- B. Modifications to this MOU shall be made in writing and shall be signed and dated by the FS and AERC.
- C. Either the FS or the AERC may withdraw from this MOU after 60 days written notice.
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kathleen Henkel Address: P.O. Box 6027 City, State, Zip: Auburn, CA 95604 Telephone: 866-271-2374; 530-823-2260 FAX: 530-823-7805 Email: aerc@foothill.net	Name: Kathleen Henkel Address: 1373 Lincoln Way, Suite B City, State, Zip: Auburn, CA 95604 Telephone: 866-271-2374; 530-823-2260 FAX: 530-823-7805 Email: aerc@foothill.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jonathan Stephens Address: 201 14 th Street, SW MS: 1125 City, State, Zip: Washington, DC 20250 Telephone: 202-205-1701 FAX: 202-205-1145 Email: jstephens02@fs.fed.us	Name: James Schwartz Address: 201 14 th Street, SW MS: 1125 City, State, Zip: Washington, DC 20250 Telephone: 202- 205-1589 FAX: 202-205-1145 Email: jscwartz@fs.fed.us

The FS and the AERC certify that the individuals listed as principal contacts are authorized to act in their respective areas of responsibility on matters related to this MOU. The local contacts for the FS are District Rangers, who may enter into subsequent agreements as needed to implement this MOU.

- E. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.



- F. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or AERC is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To AERC, at AERC's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or AERC from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **ENDORSEMENT.** Any of AERC's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of AERC's products or activities.
- I. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for AERC to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- L. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. AERC is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Forest Service, Department of Agriculture"

AERC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. AERC is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. AERC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. AERC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"





To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. **TERMINATION**. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. **DEBARMENT AND SUSPENSION**. AERC shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should AERC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. **MODIFICATIONS**. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. **COMMENCEMENT/EXPIRATION DATE**. This MOU is executed as of the date of the last signature and is effective through September 20, 2015 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- T. **AUTHORIZED REPRESENTATIVES**. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



KATHLEEN HENKEL, Executive Director
American Endurance Ride Association,

9/22/10

Date

JAMES S. BEDWELL, Director of Recreation,
Heritage, and Volunteer Resources
U.S. Forest Service

Date

The authority and format of this instrument have been reviewed and approved for signature.

9/21/2010

Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.