

FS Agreement No. 17-MU-11132424-228

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
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 "U.S. Forest Service."

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 lands by the U.S. Forest Service and the AERC.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a federal agency dedicated to the management of National Forest System lands for a variety of uses and activities, including outdoor recreation. The U.S. Forest Service is interested in providing a variety of diverse recreation and trail opportunities that are ecologically, economically and socially sustainable and that support local and regional economies and 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 maintain horse and ride records of event competition and completions, to record and provide awards to outstanding horses and riders, 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. This mission is to be accomplished with the understanding that the goals for the rider must combine with the abilities of the horse. Part of AERC's mission is to attract and reward members who act to ensure the highest priority for their horses' immediate and long-term physical health, emotional health, and general well-being.

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



III. THE AERC SHALL:

- A. Work with the U.S. Forest Service at the national, regional, and local levels to identify appropriate cooperative opportunities (such as trail design, mapping, 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.
- B. Encourage local AERC affiliate organizations to work with local U.S. Forest Service staff in the development of mutually beneficial projects and educational activities (in particular the AERC Trail Master program).
- C. Make available to the U.S. Forest Service program, educational, and interpretive materials developed by the AERC.
- D. Develop and maintain a communication network for equestrian users through the Trails and Land Management Committee of the AERC.
- E. Notify the U.S. Forest Service of available technical assistance in connection with equestrian projects, educational activities, opportunities, and management on National Forest System lands.
- F. As appropriate, provide outdoor ethics education (i.e. Leave No Trace, Tread Lightly!, etc.), Trail Master training, and instruction to AERC members and the public in connection with AERC programs and approved activities on National Forest System lands.
- G. Before conducting approved projects or trail rides on National Forest System 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 National Forest System lands.
- I. Inform the U.S. Forest Service of threats posed by invasive species to recreational activities on National Forest System lands and educate AERC's members and the public regarding these threats; encourage adoption of best practices and compliance with applicable laws, regulations, and U.S. Forest Service policies in connection with preventing the spread of invasive species on National Forest System lands; and work with the U.S. Forest Service at the local level to develop mutually beneficial projects to prevent the spread of invasive species.



- J. AERC competitions will promote the use of National Forest System Lands with the public (at times bringing riders from 100's of miles away).

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 U.S. Forest Service 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 National Forest System lands.
- D. Consistent with applicable laws, regulations, land management plans and U.S. Forest Service policies, consider the goals and concerns of the AERC in connection with access to National Forest System lands for equestrian and equestrian-related activities.
- E. 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 U.S. Forest Service and AERC.
- C. Either the U.S. Forest Service 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: 866-271-2372 FAX: 530-823-7805 Email: executivedirector@aerc.org	Name: Kathleen Henkel Address: P.O. Box 6027 City,State,Zip: Auburn, CA 95604 Telephone: 866-271-2372 FAX: 530-823-7805 Email: executivedirector@aerc.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jaime Schmidt Address: 3815 Schreiber Way City, State, Zip: Coeur d'Alene, ID 83815 Telephone: 208-665-0138 FAX: 208-765-7307 Email: jtschmidt@fs.fed.us	Name: Jeff Mast Address: 1220 SW 3 rd Avenue City, State, Zip: Portland, OR 97204 Telephone: 503-808-2443 FAX: 503-808-2429 Email: jmast@fs.fed.us

The U.S. Forest Service 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 U.S. Forest Service 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. AERCAERC 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

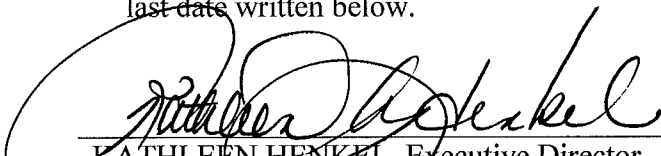


according to the terms of 2 CFR Part 180. Additionally, should AERC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or 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 30, 2017** 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

4/25/17
Date

JOE MEADE, 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.

RONALD
PRESSLEY

Digitally signed by RONALD
PRESSLEY
Date: 2017.04.25 08:15:17 -04'00'

4/25/2017

RONALD PRESSLEY
U.S. Forest Service Grants & Agreements Specialist

Date

**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.

This page shows the corrected end date of the current
AERC/USFS Memorandum of Understanding:
September 30, 2022



Grants and Agreements

FY **Type** **Agency** **Region** **Unit** **SubUnit** **Seq** **Mod No** ***Org**

Execution Date **Start Date** **Expiration Date**

***Applicant/Cooperator Name** ***Project Title** **Status**

HHS Payment? Yes No **Master Agreement?** Yes No **WPAP Status**

[Details](#) [Notes](#) [Contacts](#) [Cooperators](#) [Funding\(+\)](#) [Collections](#) [Payments](#) **Modifications** [FFATA](#) [Financial Plan](#) [Certifications](#)

Modification:

[Link Mod to WPAP](#) [Create](#)

Mod No	Mod Execution Date	Mailed Date	FY	*Description of Mod	*Field to be Modified	Old Value	*New Value	Mod Status	Status Date	Created By
001	6/2/2017		2017	EXTEND END DATE	EXPIRATION DATE		09/30/2022	EXECUTED	08/17/2017	RPRESSLEY