MEMORANDUM OF UNDERSTANDING
Between The
AMERICAN ENDURANCE RIDE CONFERENCE
And The
U.S. FOREST SERVICE
SANTA FE NATIONAL FOREST
ESPAÑOLA RANGER DISTRICT

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 U.S. Forest Service, Santa Fe National Forest, Española Ranger District, hereinafter referred to as the U.S. Forest Service.

Background: The Santa Fe National Forest, a unit of the U.S. Forest Service and under the Department of Agriculture, manages 1.6 million acres of Federal land in northern New Mexico. As part of the U.S. Forest Service, the Santa Fe National Forest is committed to managing the land as a multiple use entity under the 1976 National Forest Management Act. The U.S. Forest Service manages outdoor recreation, livestock grazing, timber, mineral rights, wildlife, fish, and the interactions of citizens with their public lands.

The AERC is a U.S. registered 501(c)(3) tax-deductible non-profit organization and is the national governing body for long distance equestrian 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 act to ensure the highest priority for their horses’ immediate and long-term physical and emotional health and well-being.

Title: American Endurance Ride Conference Volunteer Project

1. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish an understanding and clarify among the two parties their respective roles and responsibilities related to land management on the Santa Fe National Forest, with specific emphasis on a variety of recreation opportunities.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service will benefit from this MOU with the AERC in the following ways:
A. Utilize the skills and time of AERC volunteers to accomplish U.S. Forest Service goals for improvement and upkeep of trails and facilities in the Caja del Rio.

B. Garner support and understanding from the community we serve through opportunities for outreach and education.

The AERC will benefit from this MOU with the FS in the following ways:

A. Utilize a system of developed and improved trails that will provide many miles of trail riding and increased opportunities for endurance ride competition events, in accordance with U.S. Forest Service rules and regulations for special uses on public lands.

B. Utilize newly installed and future trailhead facilities for equestrian staging for leisure and competitive riding events.

The U.S. Forest Service and AERC recognize the value in managing public land for a variety of positive and beneficial recreational uses for the public. The U.S. Forest Service and AERC believe a mutual agreement that serves the purpose of managing and rehabilitating areas of the Santa Fe National Forest is essential and can be more efficiently executed through an ongoing partnership, as documented herein.

III. THE AERC SHALL:

A. Work with the U.S. Forest Service to develop and implement appropriate partnership opportunities for equestrian recreation and jointly pursue projects in conjunction with the equestrian recreation community. For example, the AERC will build and maintain trails in the Caja del Rio. Trail and recreation projects will be determined by the U.S. Forest Service in accordance with long-term goals for the management of the Caja del Rio area.

B. Encourage its members to work in conjunction with local U.S. Forest Service representatives to discuss and indentify opportunities for cooperative work on mutually beneficial projects or activities.

C. Establish an ongoing schedule with the U.S. Forest Service of maintenance and monitoring of facilities at trailheads in the Caja del Rio. For example, the AERC will assist with maintenance and upkeep of installed accessible gates located throughout the Caja del Rio, or assist with maintenance and upkeep of trailhead facilities to include a vault toilet, information kiosk, and shade ramada.
D. Maintain a list of members that work locally with the U.S. Forest Service and report hours volunteered and accomplishments for each member of the local AERC chapter to the U.S. Forest Service’s Volunteer Coordinator.

E. Encourage members and other recreationists to take part in U.S. Forest Service volunteer projects, such as sign inventory and installation, packing in equipment for various volunteer groups, trail maintenance and construction, and the process of planning for sustainable recreation on public lands.

IV. THE U.S. FOREST SERVICE SHALL

A. Work closely with AERC members to coordinate workdays and ongoing volunteering opportunities that result in enhancing the sustainability of the network of trails and roads through the U.S. Forest Service lands. U.S. Forest Service employees will provide education and assistance regarding proper procedures for designing and building of trails and trail features, as well as provide appropriate Personal Protection Equipment for each specific activity and provide training on the safe use of tools and safe techniques for accomplishing tasks/jobs.

B. Work with the AERC to accomplish U.S. Forest Service trail and trailhead projects. For example, maintain and construct trails within the Santa Fe National Forest; coordinate efforts to design, secure funding, and assist with long-term maintenance of trailhead facilities; and, consult the AERC on matters of trail, road, and land sustainability.

C. Collaborate with the AERC to determine usage trends and future goals for area development of the Caja del Río.

D. Provide support and assistance as needed for endurance rides hosted by the AERC on the Santa Fe National Forest.

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

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.
**Principal Cooperator Contacts:**

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
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</thead>
<tbody>
<tr>
<td>Name: Roger Taylor</td>
<td>Name: Kathleen Henkel Executive Director</td>
</tr>
<tr>
<td>Address: 500 Camino del Bosque NM 87114</td>
<td>Address: 1373 Lincoln Way Auburn CA 95603</td>
</tr>
<tr>
<td>Telephone: 505-249-2761</td>
<td>Telephone: 866-271-2372 or 530-823-2260</td>
</tr>
<tr>
<td>FAX:</td>
<td>FAX: 530-823-7805</td>
</tr>
<tr>
<td>Email: <a href="mailto:roger_sue@prodigy.net">roger_sue@prodigy.net</a></td>
<td>Email: <a href="mailto:kathleen@foothill.net">kathleen@foothill.net</a></td>
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**Principal U.S. Forest Service Contacts:**

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<thead>
<tr>
<th>U.S. Forest Service Program Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
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<tbody>
<tr>
<td>Name: Jennifer Sublett</td>
<td>Name: Karen Dyckes y Montaña</td>
</tr>
<tr>
<td>Address: 1710 N. Riverside Dr.</td>
<td>Address: 2113 Osuna Road NE</td>
</tr>
<tr>
<td>City, State, Zip: Española NM 87532</td>
<td>City, State, Zip: Albuquerque, NM 87113</td>
</tr>
<tr>
<td>Telephone: 505-753-7331</td>
<td>Telephone: 505-346-3807</td>
</tr>
<tr>
<td>FAX: 505-753-9411</td>
<td>FAX: 505-346-3909</td>
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<tr>
<td>Email: <a href="mailto:jasublett@fs.fed.us">jasublett@fs.fed.us</a></td>
<td>Email: <a href="mailto:kdyckesymontano@fs.fed.us">kdyckesymontano@fs.fed.us</a></td>
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B. **NON-LIABILITY.** The U.S. Forest Service and the AERC do not assume liability for any third party claims for damages arising out of this MOU.

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

   To Cooperator Administrative Contact, at the address specified in the MOU.

   To Cooperator, at the Cooperator’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.

D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

E. **ENDORSEMENT.** Any Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator’s products or activities.
F. **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 purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Cooperator 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 prior to use of the insignia.

H. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

I. **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).

J. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is 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 Volunteer Program of the U.S. Forest Service, Department of Agriculture, calls upon the skills and determination of volunteers to assist with design, maintenance, and construction of projects on public lands."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is 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.

K. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

L. **DEBARMENT AND SUSPENSION.** The Cooperator 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 the Cooperator 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.

M. **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.

N. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through September 30, 2014, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

O. **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.

<table>
<thead>
<tr>
<th>KATHLEEN HENKEL, Executive Director</th>
<th>Date</th>
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<tr>
<td>American Endurance Ride Conference</td>
<td>6/3/10</td>
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<tr>
<th>DANIEL J. JIRON, Forest Supervisor</th>
<th>Date</th>
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<tbody>
<tr>
<td>U.S. Forest Service, Santa Fe National Forest</td>
<td>6/15/2010</td>
</tr>
</tbody>
</table>
The authority and format of this instrument have been reviewed and approved for signature.

KAREN DYCKES Y MONTAÑO  
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.

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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.