

FS Agreement No. 23-MU-11132424-014

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 United States Department of Agriculture (USDA), Forest Service, Washington Office, hereinafter referred to as the "U.S. Forest Service."

Background: Since 1972, the American Endurance Ride Conference (AERC) has been the lead organization for coordinating long-distance events on horseback. Many of AERC's rides take place on National Forest System lands throughout the country. AERC has had an MOU with the Forest Service since 2010 in order to clarify the cooperation between both parties in providing endurance riding opportunities across the country.

Title: American Endurance Ride Conference

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to to implement the Trails Stewardship Act, National Strategy for a Sustainable Trail System and the 10 Year Trail Shared Stewardship Challenge through planning and implementing mutually beneficial programs, projects, training, and other recreational equestrian opportunities at the national, regional, and local levels in accordance with the following provisions. in accordance with the following provisions.

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 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 will be accomplished with the understanding that the goals for the rider must align 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
- 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 (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, work with the local U.S. Forest Service unit to complete a job hazard analysis that addresses anticipated hazards associated with these activities and measures that should be taken to reduce the hazard.
- 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. Promote the responsible use of National Forest System lands with the public and at AERC competitions.
- K. Assist the U.S. Forest Service with implementation of the 10 Year Trail Shared Stewardship Challenge, with tasks such as helping with data collection efforts at the local level and providing feedback on opportunities to improve trail program effectiveness at the national level.
- L. Work to have members signed up as volunteers using OF 301A (Volunteer Service Agreement- Natural and Cultural Resources) and properly trained and certified for the work to be performed (for example, first aid/CPR and crosscut and chainsaw certification).
- M. Report volunteer hours and coordinate with local U.S. Forest Service offices on trail work projects.
- N. Work to ensure AERC employees and any participants and volunteers engaged on behalf of AERC who will use chain saws or crosscut saws on National Forest System lands are certified to U.S. Forest Service standards in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b.

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. As applicable and as requested, provide information to the AERC on how to conduct risk assessments or job hazard analyses for projects conducted on local units.
- F. Use the Agency Volunteer Agreement (OF301 A Volunteer Service Agreement – Natural and Cultural Resources) to allow AERC volunteer participation on projects occurring on National Forest System lands. AERC-sponsored Volunteers will be considered participants authorized by the Volunteers in National Forests Act of 1972. If AERC volunteer work occurs on National Forest System lands, or lands and/or easements acquired and assigned to the Forest Service, the local unit will bring the volunteer on under the Forest Service Volunteer Program.
- G. Seek to assist AERC in the development of regional volunteer agreements, where such agreements are deemed to be feasible and beneficial by both parties.
- H. Strive to inform AERC in a timely manner of pending policy changes from the Washington Office that may have the potential to affect trail use, trail maintenance and/or horse camping opportunities throughout the national forests and grasslands.

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. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the



cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Kathleen Henkel PO Box 6027 Auburn, CA 95604 Telephone: (866)-271-2372 FAX: (530)-823-7805 Email: executivedirector@aerc.org	Kathleen Henkel PO Box 6027 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
Brenda Yankoviak 1617 Cole Road, Building 17 Golden, CO 80401 Telephone: (720)-618-0262 FAX: N/A Email: brenda.yankoviak@usda.gov	Brenda Yankoviak 1617 Cole Road, Building 17 Golden, CO 80401 Telephone: (720)-618-0262 FAX: N/A Email: brenda.yankoviak@usda.gov

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.

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

- G. 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.

- H. 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.
- I. 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.
- J. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by 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 agreements 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 agreement 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 agreement, 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 agreements must comply with all applicable law.

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

- K. 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.
- L. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.



- M. 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).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. 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 agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "U.S. Forest Service, Department of Agriculture, Washington Office."
- 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.
- P. 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.
- Q. 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."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. 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 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.
- T. 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.
- U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 30, 2027 at which time it will expire.
- V. 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

11/22/2021
Date

Gordon Blum, Acting Director
U.S. Forest Service, Recreation, Heritage, and
Volunteer Resources

Date

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

JOHN HEFNER Digitally signed by JOHN HEFNER
Date: 2022.11.21 06:43:20 -08'00'

11/22/2022

JOHN HEFNER, WO
U.S. Forest Service
Supervisory Grants Management 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.