

## **MEMORANDUM OF UNDERSTANDING**

**Between The**

**SHOW-ME MISSOURI BACK COUNTRY HORSEMEN**

**And The**

**L-A-D FOUNDATION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Show-Me Missouri Back Country Horsemen, hereinafter referred to as SMMBCH or cooperator, and the L-A-D Foundation, hereinafter referred to as LAD.

Title: Equestrian Trail Across Roger Pryor Pioneer Backcountry, Pioneer Forest

### **I. PURPOSE:**

The purpose of this MOU is to provide a framework for cooperation between the parties for completion and long term management of an equestrian trail on the LAD lands known as Pioneer Forest and in accordance with the following provisions. This cooperation serves the mutual interest of the parties and the public.

### **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

LAD owns and manages Pioneer Forest. It is the largest privately-owned forest in Missouri and uses single-tree selection harvest which leaves the forest intact after harvests. This maintains forest and woodland conditions across the landscape, making it suitable for a wide variety of outdoor primitive recreational pursuits, especially trails. This model working forest is being used for many purposes, including wildlife habitat, restoration activities for woodlands and glades, and research being conducted by Pioneer and others.

The 61,000-acre Roger Pryor Pioneer Backcountry has more than 30 miles of hiking trails, either existing or being constructed. It has been under lease to the DNR Division of State Parks since 2001 (lease revised in 2005) for the purposes of access by the general public for uses such as hiking,

backpacking, and overnight primitive camping, and to provide for recreational management and law enforcement.

The Show-Me Missouri Back Country Horsemen is a non-profit, volunteer-based service organization that promotes the heritage of backcountry equestrian trails in Missouri while educating riders on public and private land. SMMBCH was formally initiated by trail riders in November 2002. Its parent organization, Back Country Horsemen of America (BCHA-[www.backcountryhorse.com](http://www.backcountryhorse.com)) has had over 30 years of successful involvement with public land managers through volunteer efforts in the western states. SMMBCH seeks to work with public land managers and others to minimize impact on trails and associated resources, to be a positive force in public land management, to work on trail planning, construction and maintenance, and to support modest regulation as needed to protect natural resources and other uses while safeguarding opportunities for equestrian access on Missouri lands.

SMMBCH provides information and education based on sound science of the impact on our natural resources so that informed choices can be made. SMMBCH advocates for multiuse trails where scientific studies do not preclude this use. The group is actively involved in the Leave No Trace (LNT) Center for Outdoor Ethics, and has three LNT Master Stock Educators and a growing number of LNT Trainers who are willing to teach and speak with groups and individuals about the seven LNT Principles to minimize impacts on public and private land. They also have educational resource materials available.

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

### **III. SMMBCH SHALL:**

- A. Using the general routing identified on the map (EXHIBIT A) by the dashed yellow line to initially flag the route on the ground, make mutually agreed upon changes as may be needed, and then fully develop and clearly mark such route for equestrian travel across Pioneer Forest. The route is to roughly parallel the existing Blair Creek Section of the Ozark Trail between Pioneer's boundary with the Mark Twain National Forest to the north and Highway 106 to the south.
- B. The overall consideration will always be to minimize water crossings and by design to encourage equestrian use on higher ground where possible.
- C. In so doing, SMMBCH will itself, and by partnering with other groups, accomplish the purposes of trail construction, rerouting, repair, and maintenance; and conduct education

and Adopt-A-Trail programs related to the establishment and care for this equestrian route on Pioneer Forest.

D. Make information regarding this trail and and construction or maintenance events and training opportunities available to LAD and Pioneer Forest in advance.

E. Coordinate at least annual review and monitoring activities for this trail and submit written reports to LAD noting impacts from equestrian or other use on Pioneer Forest; and using its volunteers or the Adopt-A-Trail program, repair any such impacts.

F. Continue to educate its members and other equestrian users of the trail about Leave No Trace and Tread Lightly programs and apply those principles to this particular trail.

G. Obtain any necessary training and/or certifications (CPR/First aid, Chainsaw operations).

H. Encourage its members, and others whenever possible, to ride in a safe, courteous, and responsible manner in small groups.

I. Assure that its members follow safety procedures and utilize personal protective equipment when performing volunteer trail work.

J. Report problems with the trail and any improper equestrian or other use of the trail in a timely manner to LAD.

**IV. LAD SHALL:**

A. Make LAD lands available for the development and maintenance of this equestrian trail in furtherance of the MOU and subject to the approval of the Missouri Department of Natural Resources and its existing lease of the Backcountry (that lease provides for equestrian trails with management rules approved by LAD).

B. Encourage its staff to participate with SMMBCH in jointly pursuing development of this equestrian trail project and assist in monitoring trail conditions.

C. Notify SMMBCH of planned forest work activities that may affect this equestrian trail.

D. Work with SMMBCH to pursue grants that would further the work of the SMMBCH and the LAD recreation and trail program.

**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 in order to fulfill the purpose of this Memorandum of Understanding.

Principal Cooperator (SMMBCH) Contact:

Russell Martin, President

3948 South 92<sup>nd</sup> Road

Bolivar, MO 65613

Telephone (417) 326-5687 (H)

E-Mail Address: foxtrot40@windstream.net

Principal LAD Contact:

Greg Iffrig, Liaison to the Board

705 Olive, Room 724

St. Louis, MO 63101

Telephone (314) 621-0230 (W)

Fax (314)241-4706 (W)

E-Mail Address: greg.iffrig@ladfoundation.org

B. CODE OF ETHICS. Both parties shall encourage mutual concern for safety and good trail maintenance among all trail users, pedestrians as well as equestrians, by posting and encouraging all users to follow a code of good trail ethics. Wherever possible, and with permission, such information should be posted at each staging area leading into the Roger Pryor Pioneer Backcountry and include the following: overnight camping is to be dispersed and on higher ground away from Blair Creek or any of its tributaries and at least 100 feet away from the trail; do not ride on trails during the rainy season or when they are too muddy; respect and follow switchbacks—do not make new trails around muddy patches or create any new trails; carry an extra lead rope to cross tie your horse in the woods but not to a tree and do so even when on a short break; pack out what you pack in and more if possible; remove or scatter manure from parking areas and campsites; when meeting others on the trail all users should move to the right to allow safe passage; hikers should yield the right-of-way to horses; and trail users seeking to pass should announce their intention and then pass when it is safe.

C. TRAIL REPAIR AND REROUTING. Each party understands that temporary damages may occur along the trail and that efforts will be made to repair the trail. In certain cases it may be necessary to reroute or temporarily close the trail.

D. NOTICES. Any communications affecting the operations covered by this agreement given by LAD or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts LAD or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility. 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.

G. RESPONSIBILITY/RISK/LIABILITY. The SMMBCH and LAD understand and agree that each party will be responsible for its own acts and the results thereof. Each party agrees it will assume all risks and liability to itself, its agents or employees or volunteers, for any injury to persons or property as a result of its own operations under this agreement, and for any loss, cost, damage, or expense resulting from acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees or its own volunteers, while performing activities pursuant to this agreement.

H. PERFORMANCE PERIOD. This agreement shall become effective as of the date of the last signature and remain in effect for five years. At the end of this 5-year period SMMBCH and LAD will evaluate the success of this agreement in order to maintain the status quo or amend the agreement.

I. TERMINATION. This MOU and/or access to the trail may be terminated in whole or in part at any time. The party taking such action shall provide written notification at least 30 days in advance, setting out the basis for the termination and providing reasonable time for the other party to cure the deficiencies that were the basis for the termination notice.

J. MODIFICATIONS. This agreement may be modified by mutual consent and written agreement.

K. AUTHORIZED REPRESENTATIVES. By signature, the parties hereto have executed this MOU as of the last date written below.

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RUSSELL MARTIN, Board Chairman

Date

Show-Me Missouri Backcountry Horsemen



5/10/2012

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JOHN KAREL, President

Date

L-A-D Foundation

EXHIBIT A

# Roger Pryor Pioneer Backcountry

