

MEMORANDUM OF UNDERSTANDING
between
MISSOURI DEPARTMENT OF CONSERVATION
and
SHOW ME MISSOURI BACK COUNTRY HORSEMEN

This Memorandum of Understanding (MOU) is made and entered into by and between the Missouri Department of Conservation, hereinafter referred to as MDC, and the Show-Me Missouri Back Country Horsemen, hereinafter referred to as SMMBCH.

I. PURPOSE

The purpose of this MOU is to develop a framework of cooperation upon which mutually beneficial programs, projects, training, and other equestrian activities may be planned and accomplished on MDC lands by the MDC and SMMBCH working cooperatively at the state and local level where such programs, projects and activities complement the MDC mission and are in the best interests of the public.

II. INTRODUCTION

The MDC is an agency of the state of Missouri authorized to control, manage, restore, conserve and regulate the bird, fish, game, forestry and all wildlife resources of the state including all property owned, acquired or used for such purposes. The MDC administers a public land management program dedicated to the conservation and management of MDC acquired lands for a variety of uses and activities including outdoor recreation. The MDC provides a variety of equestrian opportunities that are environmentally sensitive, educational and support community objectives that contribute to local and state economies and quality of life, and where they are compatible with the primary uses of the Department's public trust lands.

The SMMBCH is a non-profit, volunteer service organization of private recreational equestrians interested in establishing equestrian ethics, education on responsible back country use, volunteerism, and fostering appropriate land-use management on MDC lands. SMMBCH members desire to use MDC owned lands for recreational purposes, and through this MOU or subsequent agreements may provide support, volunteer labor and/or funds to the MDC for accomplishment of mutually beneficial equestrian projects or activities.

There is a need to actively promote public-private partnerships that encourage responsible use of public lands by visitors participating in equestrian travel and activities. Both the MDC and

SMMBCH share the common responsibility and interest of disseminating information to the public regarding conservation, recreation and natural resource activities as they relate to equestrian use.

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

III. THE MDC SHALL:

- A. Work with SMMBCH to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, grants, etc.) and jointly pursue such projects in conjunction with the SMMBCH and MDC regions statewide, contingent upon availability of funds and personnel.
- B. Encourage local MDC officials to participate with SMMBCH representatives and affiliates in the development of mutually beneficial work projects and educational activities.
- C. Make SMMBCH information available to the public regarding the development and presentation of training materials related to responsible equestrian use and ethics, trail construction and maintenance, and the availability of equestrian opportunities on MDC lands.
- D. Make MDC lands available for equestrian use and related activities, subject to applicable State and Federal laws, Federal Aid requirements and restrictions, MDC regulations, Conservation Area Management Plans and other management direction.
- E. Notify SMMBCH and include its members' and its affiliates' technical expertise in developing or changing MDC programs and management as they relate to equestrian use on MDC managed lands.

IV. SMMBCH SHALL:

- A. Work with the MDC to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, grants, etc.) and jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between equestrian users, public agencies, and the general public.
- B. Develop and maintain a communication network for contacting equestrian users.
- C. Provide technical assistance to land managers and communities involved in equestrian projects, educational activities, opportunities, and management.
- D. Provide training and instructions to its members, and the public when appropriate, regarding Leave No Trace and other back country equestrian and recreational stock use ethics programs, and encourage the incorporation of these programs in all activities.

- E. Obtain MDC approval prior to publication of any cooperative MDC/SMMBCH printed materials intended for public distribution regarding equestrian use on MDC lands.

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

A. The principal contacts for this agreement are:

Policy Coordination Supervisor	President
Missouri Department of Conservation	Show-Me Missouri Back Country Horsemen
2901 West Truman Blvd.	20695 Hwy H
P.O. Box 180	Hughesville, Missouri 65334
Jefferson City, Missouri 65102-0180	660-827-0782
573-751-4115	
FAX 573-751-4467	

The local contact persons for MDC are Regional Supervisors, who may enter into subsequent agreements and partnerships as needed at the local levels to accomplish portions of this MOU.

- B. Non Fund-Obligating Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to SMMBCH of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.
- C. Modification. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.
- D. Notices. Any communications affecting the operations covered by this agreement given by the MDC or SMMBCH is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by fax as follows:


To the MDC Policy Coordination Supervisor at the address specified in the MOU.

To SMMBCH President at the address specified in the MOU.

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

- E. Participation in Similar Activities. This MOU in no way restricts the Department of Conservation or SMMBCH from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- F. Commencement/Expiration Date. This MOU becomes effective upon signature by all parties and, unless terminated, shall be in force for five years from the date of the last signature, at which time it is subject to review and renewal or expiration. Each party in this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days written notice. The agreement may continue with the remaining parties. Additional parties may be added to this MOU, and the MOU may be modified or amended, with the concurrence of the present parties.
- G. Endorsement. Any SMMBCH contributions made under this MOU do not by direct reference or implication convey the MDC endorsement of the SMMBCH products or activities.
- H. Conflict. Nothing herein is intended to conflict with current Department of Conservation or SMMBCH directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.
- I. Termination. Either of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



 ROBERT L. ZEHMER
 Director, Missouri Department of Conservation

Oct 3, 2012

 Date

TAD
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 ELDON KREISEL
 President, Show-Me Missouri Back Country Horsemen of America

 Date