

MEMORANDUM OF UNDERSTANDING
Between
MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF STATE PARKS
and
BACK COUNTRY HORSEMEN OF MISSOURI, Inc.

This Memorandum of Understanding (MOU) is made and entered between the Missouri Department of Natural Resources, Division of State Parks, hereinafter referred to as the Department, and the Back Country Horsemen of Missouri, Inc. hereinafter referred to as BCHMO.

I. PURPOSE

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

II. INTRODUCTION

The Department is a state agency that owns and manages State Park lands for a variety of uses and activities including outdoor recreation. The Department is interested in providing a variety of equestrian opportunities that are environmentally sensitive, educational and support community objectives that contribute to local and regional economies and quality of life.

BCHMO is a Missouri non-profit corporation comprised of private recreational saddle and pack stock users and is a recognized leader in establishing equestrian and saddle and pack stock ethics, education on responsible back country use, volunteerism, and fostering appropriate land-use management on Federal and non-Federal lands. BCHMO members desire to use the State lands for recreational purposes, and through this MOU or subsequent agreements may provide support, volunteer labor and/or funds to the Department to accomplish 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 Department and BCHMO share a common responsibility for and interest in disseminating information to the public regarding conservation, recreation and natural resource activities as they relate to equestrian use.

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

III. THE DEPARTMENT SHALL:

- A. Work with BCHMO and its associate organizations to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, etc.) and jointly pursue such projects in conjunction with the equestrian community in parks statewide, contingent upon availability of funds and personnel.
- B. Encourage local Department officials to participate with BCHMO Board of Directors, representatives, associate organizations and members to develop mutually beneficial work projects and educational activities.
- C. Make BCHMO information available to the public regarding training materials related to responsible equestrian use and ethics, trail construction and maintenance, and availability of equestrian opportunities on state park lands.
- D. Make state park lands available to be designated for equestrian use for related activities, subject to applicable state laws, regulations, and other management direction and guidelines.
- E. Include and utilize BCHMO and its associates' technical expertise in developing Department programs and management practices as they relate to equestrian use when needed.

IV. BCHMO SHALL:

- A. Work with the Department to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, 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 through a system of local and state BCH organizations.
- C. Provide technical assistance to land managers and communities involved in equestrian projects, educational activities, opportunities, and management.
- D. Maintain a database and library of publications related to BCH activities that can then be made available to the public.
- E. Provide training and instructions to its members and the public when appropriate, regarding Leave No Trace and other back country equestrian use, ethics programs, and encourage the incorporation of these programs in all activities.

- F. Assume responsibility for the agreed upon trail route, maintenance and signing of the Roger Pryor Pioneer Backcountry Equestrian trail.
 - G. Obtain Department approval prior to publication of any cooperative Department/BCHMO printed materials intended for public distribution regarding equestrian use on state park lands.
- V. IT IS MUTUALLY AGREED AND UNDESTOOD BY AND BETWEEN THE SAID PARTIES THAT:

- A. The principle contacts for this agreement are:

Kelley Brent, State Trail Coordinator
Missouri Division of State Parks
Planning and Development
P.O. Box 176
Jefferson City, MO 65102-0176

Sherry Copeland, Board of Directors Chair
Back Country Horsemen of Missouri
519 Good Hope Road
Marshfield, MO 65706

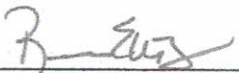
The local contact persons to arrange facility work projects are Division of State Park Natural Resource Managers, and will indicate the appropriate individual authorized to enter such further agreements as may be needed to accomplish portions of this MOU.

- 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, including those for Government procurement and printing. Such endeavors will be outlined in separate subsidiary 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 BCHMO of any contract or other agreement. Any contact 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 oblige or expend funds.
- C. Freedom of Information Act. Any information furnished to the Department of Natural Resources under this instrument is subject to the Missouri Sunshine Law.

- D. Modification. Modifications within the scope of the instrument shall be made only by mutual consent of the parties, in writing, signed and dated by all parties, prior to any changes being performed. Additional parties may be added to this MOU, and the MOU may be modified or amended, with the concurrence of the present parties.
- E. Participation in Similar Activities. This MOU in no way restricts the Department or BCHMO 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.
- G. Conflict. Nothing herein is intended to conflict with current Department of Natural Resources or BCHMO 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.
- H. Expiration and Termination. This agreement will expire in 5 years unless renewed for a subsequent 5 year term by mutual written agreement. 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:

DEPARTMENT OF NATURAL RESOURCES



Ben Ellis, Director
Division of State Parks
Date: 10/29/2018

BACK COUNTRY HORSEMEN OF MISSOURI, INC.



Printed name Chairman, Board of Directors
Date: 11/01/2018