

# SERVICEWIDE MEMORANDUM OF UNDERSTANDING

Between

MISSOURI DIVISION OF STATE PARKS

and

SHOW-ME MISSOURI BACK COUNTRY HORSEMEN

This Memorandum of Understanding (MOU) is made and entered into between the Missouri Department of Natural Resources, State Parks Division, hereinafter referred to as DNR, and the Show-Me Missouri Back Country Horsemen, hereinafter referred to as SMMBCH.

## 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 DNR and SMMBCH working cooperatively at the state, regional, and local level. Such programs, projects and activities complement the DNR mission and are in the best interests of the public.

## II. INTRODUCTION

The DNR is a land management state agency dedicated to the management of State Park lands for a variety of uses and activities including outdoor recreation. The DNR 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.

SMMBCH 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. SMMBCH 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 DNR for accomplishment of mutually beneficial equestrian and recreational stock 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 and recreational stock travel and activities. Both the DNR 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 and recreational stock use.

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

### III. THE DNR SHALL:

- A. Work with SMMBCH and its affiliate organizations to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, etc.) and jointly pursue such projects in conjunction with the equestrian and recreational stock community and park districts statewide, contingent upon availability of funds and personnel.
- B. Encourage local DNR officials to participate with SMMBCH Board of Directors, representatives, affiliate organizations and members 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 and recreational stock use and ethics, trail construction and maintenance, and the availability of equestrian and recreational stock opportunities on State Park lands.
- D. Make State Park lands available on approved areas designated for equestrian use for recreational stock use and related activities, subject to applicable State laws, regulations, and other management direction and guidelines.
- E. Include and utilize SMMBCH and its affiliate's technical expertise in developing DNR programs and management as they relate to equestrian and recreational stock use.

### IV. SMMBCH SHALL:

- A. Work with the DNR 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 and recreational stock users, public agencies, and the general public.
- B. Develop and maintain a communication network for contacting equestrian and recreational stock users through a system of local and State BCH organizations.
- C. Provide technical assistance to land managers and communities involved in equestrian and recreational stock 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 and recreational stock use ethics programs, and encourage the incorporation of these programs in all activities.

F. Obtain DNR approval prior to publication of any cooperative DNR/SMMBCH printed materials intended for public distribution regarding equestrian and recreational stock use on State Park lands.

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

A. The principal 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

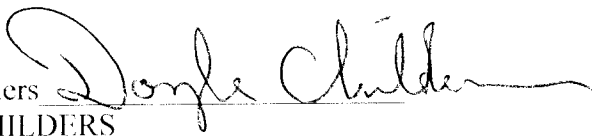
Allison Schottenhaml, President  
Show-Me Missouri Back Country Horsemen  
7127 Highway FF  
Lonedell, Missouri 63060

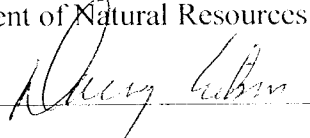
The local contact persons for DNR are State Park Natural Resource Managers, who may enter into subsequent agreements and partnerships as needed at the local levels to accomplish portions of this MOU.

- 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, 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 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. 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 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.

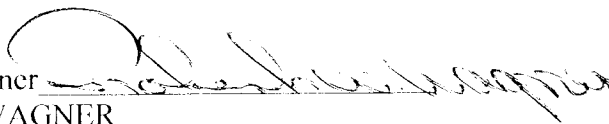
- E. Participation in Similar Activities. This MOU in no way restricts the DNR or SMMBCH from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- F. Commencement/Expiration Date. This MOU becomes effective upon signature by all parties 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. Conflict. Nothing herein is intended to conflict with current Department of Natural Resources 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.
- H. Expiration and Termination. This agreement will expire in 5 years unless renewed for 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.

Doyle Childers   
 DOYLE CHILDERS  
 Director, Department of Natural Resources

Doug Eiken   
 DOUG EIKEN  
 Director, Missouri Division of State Parks

Date

Robert W. Wagner   
 ROBERT W. WAGNER  
 Chairman, Show Me Missouri Back Country Horsemen

06/02/2008  
Date