

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
BACK COUNTRY HORSEMEN OF AMERICA**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (hereinafter "USACE"), and the Back Country Horsemen of America, (hereinafter "BCHA"), collectively "the Parties". The purpose of this Memorandum of Understanding is to develop and expand the framework of cooperation between USACE and BCHA to better assist one another in areas of mutually beneficial programs, projects, training, trails, and other equestrian related opportunities.

ARTICLE II – BACKGROUND

USACE provides national leadership in the development, management, conservation and restoration of the nation's water resources. USACE is one of the nation's leading federal providers of outdoor recreation and is the steward of 12 million acres of land and water resources, receiving approximately 260 million visits annually. Its natural resource management mission is to manage and conserve those natural resources, consistent with ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations.

BCHA is a non-profit organization consisting of more than 13,000 members dedicated to keeping trails open to equestrian and saddle stock use on public lands through trail construction, design, education, and maintenance. BCHA volunteers spend, on average, 320,000 hours annually maintaining trails on public lands, equating to \$12 million in services donated to local and federal land management agencies.

The Parties recognize the public benefits of recreational trail systems that connect waterways, parks, and neighborhoods. Recreation trails provide health and quality of life benefits and promote economic livelihood, providing jobs and economic stability for American communities.

ARTICLE III - AUTHORITY

The Parties shall only conduct activities contemplated in this MOU in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, the provisions

of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

ARTICLE IV - UNDERSTANDING OF THE PARTIES

The Parties will strive to:

- (1) Work closely together with equestrian groups to communicate and understand common goals, usage, and objectives.
- (2) Identify cooperative opportunities in land use, planning, and education that relate to trails or trail usage.
- (3) Encourage trail placement and development on USACE managed lands and with other partners who manage USACE lands.
- (4) Encourage collaboration between USACE personnel and BCHA representatives and chapters to create, maintain and manage equestrian trails at USACE sites.
- (5) Showcase USACE management successes and seek opportunities to promote trail use.
- (6) Provide non-sensitive information related to USACE recreational sites and programs that may assist BCHA in seeking support for BCHA initiatives to improve usage, management, education, and development of trails.
- (7) Acknowledge recreational saddle stock as a recreation option and opportunity at applicable USACE sites.
- (8) Establish contacts and communication avenues for the duration of this MOU and provide written notice of changes in contact personnel.

ARTICLE V – NON-BINDING ARRANGEMENT

Nothing in this MOU shall be construed as obligating USACE to perform any activity contemplated herein or expend any funding in support of this MOU.

ARTICLE VI - PERSONNEL

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel unless otherwise agreed to. Each Party is responsible for supervision and management of its personnel.

ARTICLE VII - GENERAL PROVISIONS

(1) Funds and Manpower: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. §§ 1341, 1517.

(2) Enforcement: Nothing in this MOU may be construed to obligate USACE or the United States to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by any party against the United States, its agencies, its officers, or any person.

(3) Endorsement: Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of BCHA's products, services, or policies.

(4) Exclusivity: This MOU in no way restricts USACE from participating in similar activities or arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording BCHA any preferential treatment, exclusive rights or privileges.

(5) Trademarks and Promotion: USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. BCHA will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the agencies, or the name or title of any employee of the agency in connection with this agreement.

(6) Modification of MOU: This MOU may only be modified by the written mutual agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date for progress in planning, implementing and evaluating the success of projects undertaken as a result of this MOU.

(7) Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

(8) Termination: This MOU may be terminated in writing at will by either Party at any time upon providing sixty (60) days advance notice in writing.

(9) Transferability: This MOU is not transferable except with the written mutual consent of the Parties.

(10) Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

(11) Severability: Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

(12) Effective Date: This MOU takes effect beginning on the day after the last Party signs and shall remain in effect for nine (9) years from such date, unless it is terminated earlier by one of the Parties as permitted herein.

ARTICLE IX – KEY OFFICIALS

The following points of contact will be used by the Parties in the implementation of this MOU. Each Party may change its point of contact upon written notice to the other Party.

For U.S. Army Corps of Engineers:

Primary: Ms. Heather Burke, National Partnership Program Manager, HQUSACE. Ms. Burke may be contacted directly at 503-808-4313, or heather.d.burke@usace.army.mil

Alternate: Mr. Jeff Krause, Chief Natural Resource Management Branch, HQUSACE. Mr. Krause may be contacted directly at 202-761-1228, or jeff.krause@usace.army.mil

For Back Country Horsemen of America:

Primary: Mr. Randy Rasmussen, National Director of Public Lands and Recreation, Back Country Horsemen of America. Mr. Rasmussen can be contacted at 541-602-0713 or WildernessAdvisor@bcha.org

Alternate: Mr. Don Sanor, ^{Liaison} Public Lands Chairman, Back Country Horsemen of Kansas. Mr. Sanor can be contacted at (307) 413-8484 or sanerent@centurylinl.net

