

SERVICEWIDE MEMORANDUM OF UNDERSTANDING
between
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
and
BACK COUNTRY HORSEMEN OF AMERICA

01-SU-11130124-064

This Memorandum of Understanding (MOU) is made and entered into between the U.S. Department of Agriculture, Forest Service, hereinafter referred to as FS, and the Back Country Horsemen of America, hereinafter referred to as BCHA.

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 National Forest System (NFS) lands by the FS and BCHA working cooperatively at the national, regional, and local level. Such programs, projects and activities complement the FS mission and are in the best interests of the public.

II. INTRODUCTION

The FS is a land management organization dedicated to the management of NFS lands for a variety of uses and activities including outdoor recreation. The FS 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.

BCHA is a national organization 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. BCHA members desire to use the National Forest for recreational purposes, and through this MOU or subsequent agreements may provide support, volunteer labor and/or funds to the FS 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 FS and BCHA 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 premises, the parties agree as follows:

III. THE FS SHALL:

- A. Work with BCHA 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 FS districts nationwide, contingent upon availability of funds and personnel.
- B. Encourage local FS officials to participate with BCHA national office staff, representatives, affiliate organizations and members in the development of mutually beneficial work projects and educational activities.
- C. Make BCHA 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 NFS lands.
- D. Make NFS lands available for equestrian and recreational stock use and related activities, subject to applicable Federal laws, regulations, Forest Plans and other management direction.
- E. Include and utilize BCHA's and its affiliates technical expertise in developing FS programs and management as they relate to equestrian and recreational stock use.

IV. BCHA SHALL:

- A. Work with the FS 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 BCHA 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 BCHA 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 FS approval prior to publication of any cooperative FS/BCHA printed materials intended for public distribution regarding equestrian and recreational stock use on NFS lands.

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

- A. The principal contacts for this agreement are:

Dispersed Recreation Program Manager	Chairman, Public Liaison
USDA Forest Service	Back Country Horsemen of America
RH&WR (4CEN Yates)	P.O. Box 1367
P.O. Box 96090	Graham, Washington 98338-1367
Washington, D.C. 20090-6090	888-893-5161
202-205-1313	FAX 360-832-2471
FAX 202-205-1145	

The local contact persons for FS are District Rangers, 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 BCHA 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 Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552.)
- 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 Forest Service or BCHA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

- F. Nondiscrimination. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- G. 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.
- H. Conflict. Nothing herein is intended to conflict with current Department of Agriculture or BCHA 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.

/s/Dennis E. Bschor _____ 3/2/01 _____
 DENNIS E. BSCHOR Date
 Director, Recreation, Heritage and Wilderness Resources, Forest Service

/s/Mylon Filkins, DVM _____ 3/15/01 _____
 MYLON FILKINS, D.V.M. Date
 Chairman, Public Liaison, Back Country Horsemen of America