

**SERVICE-WIDE MEMORANDUM OF UNDERSTANDING
07-SU-11132424-002**

between

**THE UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

and

THE BACK COUNTRY HORSEMEN OF AMERICA

This memorandum of understanding (MOU) is entered into by the United States Department of Agriculture, Forest Service (FS) and the Back Country Horsemen of America (BCHA).

A. PURPOSE

The purpose of this MOU is to continue to develop and expand a framework for the FS and BCHA to plan and implement mutually beneficial programs, projects, training, and other equestrian opportunities at the national, regional and local levels.

B. AUTHORITY

The authority of this MOU is the Organic Act of 1897, 16 U.S.C. § 551.

C. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The FS manages National Forest System (NFS) lands for a variety of users and activities, including outdoor recreation. The FS is interested in providing a variety of equestrian opportunities that are environmentally sensitive and educational and that support 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, providing education on responsible backcountry use, encouraging volunteerism, and fostering appropriate management of federal and non-federal lands. BCHA members desire to use the National Forests for recreational purposes and to accomplish mutually beneficial equestrian and recreational saddle and stock projects or activities.

The parties want to encourage responsible use of NFS lands by visitors participating in equestrian and recreational stock travel and activities. Both the FS and BCHA disseminate information to the public regarding conversation, recreation, and natural resource activities as they relate to equestrian and recreational stock use.

D. THE FS AGREES TO:

1. Work with BCHA to facilitate improved understanding and communication among equestrian and recreational stock users, federal agencies, and the public.
2. Work with BCHA and its affiliates to identify appropriate cooperative opportunities, such as trail projects, administrative studies, and educational programs, and, contingent upon availability of funds and personnel, pursue these projects and activities jointly with the equestrian and recreational stock community.
3. Encourage local FS officials to collaborate with BCHA national office staff, representatives, affiliates, and members in the development of mutually beneficial projects and educational activities.
4. Where appropriate and feasible, make available to the public information from BCHA regarding development and presentation of training materials related to responsible equestrian and recreational stock use on NFS lands.
5. Consistent with applicable laws, regulations, land management plans, other management direction, and the FS's multiple-use mission, facilitate the continued access and use of NFS lands for equestrian and recreational stock use and related activities.
6. Consistent with applicable laws, regulations, and FS policies, consider BCHA's goals and concerns in trail system analysis and planning, and in particular, in developing and managing FS programs relating to equestrian and recreational stock use.
7. Provide information on completing job hazard analyses and conducting safety training for BCHA project and activities conducted on NFS lands pursuant to this MOU.

E. BCHA AGREES TO:

1. Work with the FS to facilitate improved understanding and communication among equestrian and recreational stock users, federal agencies, and the public.
2. Work with the FS to identify appropriate cooperative opportunities, such as trail projects, administrative studies, and educational programs, and to pursue these projects jointly.
3. Develop and maintain a communication network for contacting equestrian and recreational stock users through a system of local and state BCHA facilities.
4. Subject to applicable federal laws, regulations, land management plans, and other management direction, provide input on trail system analysis and planning and assistance to land managers and communities involved in equestrian and recreational stock projects, educational activities, and management.

5. Maintain a public database and library of publications related to BCHA activities.
6. Provide training and instruction to its members and, when appropriate, the public regarding Leave No Trace and other this programs relating to backcountry equestrian and recreational stock use, and encourage the incorporation of these programs in that use.
7. Obtain FS approval prior to publication of any materials regarding equestrian and recreational stock use on NFS lands that are developed cooperatively by the FS and BCHA and that are intended for public distribution.
8. Complete job hazard analyses for BCHA projects and activities conducted on NFS lands pursuant to this MOU, and conduct safety training prior to engaging in these projects and activities. Address anticipated hazards and steps that should be taken to reduce the hazards in these training sessions.

F. IT IS MUTUALLY AGREED BY THE FS AND BCHA THAT:

1. This MOU shall take effect when it is fully executed and shall expire five years from its effective date.
2. Modifications to this MOU shall be made in writing and shall be signed and dated by the FS and BCHA.
3. Either the FS or BCHA may withdraw from this MOU after 60 days written notice.
4. The principle contacts for this MOU are:

Jonathan Stephens Congressionally Designated Areas and Trails Program Manager USDA Forest Service	Alan Hill Public Liaison Back Country Horsemen of America
Recreation and Heritage Resources Staff 201 14 th Street, S.W. Washington, D.C. 20250-1125	P.O. Box 1367 Graham, Washington 98338-1367
Telephone: (202) 205-1701	Telephone: (888) 893-5161
Facsimile: (202) 205-1145	Facsimile: (360) 832-2471
Email: jstephens02@fs.fed.us	Email: athill01@Charter.net

The FS and BCHA certify that the individuals listed as principal contacts are authorized to act in their respective areas of responsibility on matters related to this MOU. The local contacts for the FS are District Rangers, who may enter in subsequent agreements as needed to implement this MOU.

5. The FS and BCHA will handle their own activities and utilize their own resources, including expenditure of their own funds, in pursuing the objectives enumerated in this MOU.
6. In implementing this MOU, the FS will be operating under applicable laws, regulations, and policies, subject to the availability of appropriated funds.
7. Nothing in this MOU authorizes the FS to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, or property between the FS and BCHA require executive of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, executive, and administration of these agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the FS's statutory and regulatory authority.

Nothing in this MOU restrict the FS or BCHA from participating in similar activities with other public or private agencies, organizations, and individuals.

This MOU does not create any substantive or procedural rights that are enforceable at law or equity against the United States or its officers, agents, or employees.

Any information furnished to the FS under this MOU is subject to the Freedom of Information Act (5 U.S.C. § 552).

No member of or delegate to Congress may benefit from this MOU either directly or indirectly.

(Signature) _____
Merlyn Huso, Chairman
BACK COUNTRY HORSEMEN OF AMERICA

Date: 11/29/06

(Signature) _____
Dale N. Bosworth
Chief
USDA, FOREST SERVICE

Date: 12/13/06