

FS Agreement No. 21-MU-11132424-362

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
BACK COUNTRY HORSEMEN OF AMERICA
And The
USDA, FOREST SERVICE
RECREATION, HERITAGE & VOLUNTEER RESOURCES

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Back Country Horsemen of America, hereinafter referred to as "BCHA," and the United States Department of Agriculture (USDA), Forest Service, RHVR, hereinafter referred to as the "U.S. Forest Service."

Background: Founded in 1973, Back Country Horsemen of America (BCHA) is a national 501(c)(3) non-profit service organization. BCHA chapters are active in 32 states and comprised of roughly 13,000 member-volunteers dedicated to keeping trails open for all public land visitors. Its chapters work closely with other non-profit organizations and local land management agencies in order to clear and maintain trails, build and maintain horse camps, maintain historic sites, assist ecological restoration activities, sponsor educational seminars and clinics, and assist with service projects as requested. BCHA is a longstanding partner of the U.S. Forest Service and BCHA members contribute hundreds of thousands of volunteer hours each year to help maintain National Forest System trails.

Title: Equestrian Trails Maintenance, Education, and Public Outreach

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to implement the Trails Stewardship Act, National Strategy for a Sustainable Trail System and the 10 Year Trail Shared Stewardship Challenge through planning and implementing mutually beneficial programs, projects, training, and other equestrian opportunities at the national, regional, and local levels in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FS manages National Forest System (NFS) lands for a variety of uses and activities, including outdoor recreation. The FS manages the largest trail system in the nation and is interested in working collaboratively with partners to provide high quality equestrian opportunities that are economically, ecologically and socially sustainable and support local and regional economies.



BCHA is a national non-profit trail service organization committed to assisting with trail maintenance to maintain access for equestrians on public lands. BCHA is a leader in providing education on equestrian ethics and responsible backcountry use and encouraging volunteerism. Each year, BCHA members donate several hundred thousand hours of volunteer time to assist the FS with trail maintenance.

Both parties share an interest in encouraging responsible use of NFS lands, providing high quality equestrian recreational opportunities, leveraging skills and resources to accomplish trail maintenance work, promoting diversity, equity and inclusion within the trail program, and fostering the next generation of trail stewards. Both the FS and BCHA disseminate 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:

BCHA SHALL:

III.

- A. Work with the Forest Service to help develop and share information about equestrian and recreational stock use opportunities and facilitate communication among equestrian and recreational stock users, federal agencies, and the public.
- B. Encourage members and the public to enjoy National Forest System trails, avoid the use and development of user created trails, and limit cross country travel to minimize environmental damage.
- C. Coordinate with local Forest Service offices to identify cooperative opportunities, such as trail projects, saw training, administrative studies, and educational programs, and to pursue these projects jointly.
- D. Assist the Forest Service with implementation of the 10 Year Trail Shared Stewardship Challenge, such as helping with data collection efforts at the local level and providing feedback on opportunities to improve trail program effectiveness at the national level.
- E. Provide training and instruction on Leave No Trace and other outdoor ethic programs related to equestrian and recreation stock use to BCHA members and, when appropriate, the public.
- F. Develop and maintain a communication network for contacting equestrian and recreational stock users through a system of local and state BCHA affiliates.
- G. 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.
- H. 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.
 - I. Coordinate with the local Forest Service unit if proposing to employ an activity involving a use prohibited by the Wilderness Act (e.g., motorized equipment, such as chainsaws) within designated wilderness. Such use may proceed only if authorized in advance by the Forest Service.
 - J. Work to have members signed up as volunteers using OF 301A (Volunteer Service Agreement- Natural and Cultural Resources) and properly trained and certified for the work to be performed (for example, first aid/CPR and crosscut and chainsaw certification).
 - K. Report volunteer hours and coordinate with local FS offices on trail work projects and completion of job hazard analyses or risk assessments.
 - L. Complete job hazard analyses or risk assessments for BCHA projects and activities conducted on NFS lands pursuant to this MOU, and conduct appropriate 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.
 - M. Work to ensure BCHA employees and any participants and volunteers engaged on behalf of BCHA who will use chain saws or crosscut saws on National Forest System lands to conduct trail work are trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Work with BCHA to develop and share information about equestrian and recreational stock use opportunities and promote communication among equestrian and recreational stock users, federal agencies, and the public.
- B. 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.



- C. Encourage local FS officials to collaborate with BCHA staff, representatives, affiliates, and members in the development of mutually beneficial projects and educational activities.
- D. 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 and ethics, trail construction and maintenance, and opportunities for equestrian and recreational stock use on NFS lands.
- E. 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.
- F. 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.
- G. Provide information on completing job hazard analyses and conducting safety training for BCHA projects and activities conducted on NFS lands pursuant to this MOU.
- H. Use the Agency Volunteer Agreement (OF301 A Volunteer Service Agreement -- Natural and Cultural Resources) to allow BCHA volunteer participation on projects occurring on National Forest System lands. BCHA- sponsored volunteers will be considered participants authorized by the Volunteers in National Forests Act of 1972. If BCHA volunteer work occurs on National Forest System Lands, or lands and/or easements acquired and assigned to the Forest Service, the local unit will bring the volunteer on under the Forest Service Volunteer Program.
- I. Seek to assist BCHA in the development of regional volunteer agreements, where such agreements are deemed to be feasible and beneficial by both parties.
- J. Upon request and based on availability of Agency funding and personnel, assist with developing and conducting training, evaluation, and certification of BCHA employees and any volunteers and participants engaged in trail work who will use chain saws or cross cut saws on National Forest System lands.
- K. Strive to inform BCHA in a timely manner of pending policy changes from the Washington Office that may have the potential to affect trail use, trail maintenance and/or horse camping opportunities throughout the national forests and grasslands.



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

- A. This MOU shall take effect when it is fully executed and shall expire five years from its effective date.
- B. Modifications of this MOU shall be made in writing and shall be signed and dated by the FS and BCHA.
- C. Either the FS or BCHA may withdraw from the MOU after 60 days written notice.
- D. This MOU does not authorize any of the parties to obligate or transfer anything of value in accordance with provision K. Nonbinding Agreement. As stated in sections I, J and K, this MOU guides activities under a set of agreed-upon mutual objectives. None of the signatories are bound to responsibilities or relationships to or with each other for areas of their mission or activities outside the specific activities identified in this MOU, nor does this instrument convey any preferential status related to policy positions, public comments, or similar.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.
- F. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Randy Rasmussen, Director, Public Lands & Recreation Address: BCHA, P.O. Box 1182 City/State/Zip: Columbia Falls, MT 59912-1182 Telephone: (541) 602-0713 FAX: Email: WildernessAdvisor@bcha.org	Name: Michelle Wade, Executive Administrator Address: BCHA, P.O. Box 2299 City/State/Zip: Port Orchard, WA 98366 Telephone: (360) 443-6996 FAX: Email: michellewade@bcha.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact



<p>Name: Brenda Yankoviak, National Trail Program Lead Address: 1617 Cole Blvd, Bldg 17 City, State, Zip: Golden, CO 80401 Telephone: 720-618-0262 FAX: Email: brenda.yankoviak@usda.gov</p>	<p>Name: Katherine Brochu Address: 201 14th St SW City, State, Zip: Washington DC 20250 Telephone: 202-578-7743 FAX: Email: Katherine.brochu@usda.gov</p>
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G. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement BCHA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If BCHA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds BCHA has expended in violation of sections 433 and 434.

H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or BCHA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To BCHA, at BCHA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

I. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or BCHA from participating in similar activities with other public or private agencies, organizations, and individuals.



J. ENDORSEMENT. Any of BCHA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of BCHA's products or activities.

K. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

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

L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for BCHA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- Q. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. BCHA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "BHCA works in partnership with the U.S. Forest Service, Department of Agriculture"
- BCHA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. BCHA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- R. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. BCHA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. BCHA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- U. DEBARMENT AND SUSPENSION. BCHA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should BIICA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 1, 2026 at which time it will expire.
- X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

11/12/21
Date

SHERRY COPELAND, Chair
Back Country Horsemen of America



December 1, 2021

GORDON BLUM, Acting Director
U.S. Forest Service, Recreation, Heritage and
Volunteer Services

Date

The authority and format of this agreement have been reviewed and approved for
signature.

**RONALD
PRESSLEY**

Digitally signed by
RONALD PRESSLEY
Date: 2021.11.08
09:01:51 -05'00'

11/08/2021

RONALD PRESSLEY
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.