

GENERAL AGREEMENT  
between the  
U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
and the  
BACK COUNTRY HORSEMEN OF AMERICA

This General Agreement (hereinafter "Agreement") is entered into by and between the National Park Service, a bureau of the United States Department of the Interior (hereinafter "NPS"), and the Back Country Horsemen of America (hereinafter "BCHA").

**ARTICLE I: BACKGROUND AND OBJECTIVES**

WHEREAS, the Act of August 25, 1916, 54 U.S.C. 100101 et seq, as amended, declares that NPS is responsible for "promoting and regulating the use of the national parks so as to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of same in a manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, 54 U.S.C. 200101 et seq. generally provides for the NPS to cooperate with other groups and organizations to promote the benefits of conservation and outdoor recreation; and

WHEREAS, the BCHA exists for the purpose to "perpetuate the common sense use and enjoyment of horses in America's backcountry and wilderness; to work to ensure that public lands remain open to recreational stock use; to assist the various government and private agencies in their maintenance and management of said resource; and to educate, encourage, and solicit active participation in the wise use of the backcountry resource by horsemen and the general public commensurate with our heritage"; and

WHEREAS, this agreement is consistent with applicable laws as well as regulations and policies promulgated by NPS; and

WHEREAS, this Agreement will benefit the NPS, the resources it manages, and visitors to the units of the National Park System, and will mutually benefit BCHA, its members, the recreational stock community, and the public generally;

THEREFORE, NPS and BCHA desire to cooperate and mutually agree to collaborate as described herein. This Agreement will provide a general framework of cooperation upon which mutually beneficial education programs, service projects, training seminars, and other activities may be planned and accomplished in areas administered by the NPS. This Agreement will encourage local BCHA chapters to work with NPS park managers and superintendents in identifying and implementing projects and activities in which they may participate.

**ARTICLE II: PURPOSE OF AGREEMENT**

Both parties mutually agree to the following statements regarding the purpose and intentions of this Agreement:

**A. Statement of Mutual Interests and Objectives**

1. Both parties to this Agreement support the conservation, stewardship, and protection of national parks, and encourage recreational uses of the parks that are consistent with those practices;
2. Both parties to this Agreement wish to provide public access to national parks and outdoor recreational opportunities in a safe and environmentally sound manner; and
3. Both parties to this Agreement wish to maintain effective communication and to disseminate information about such opportunities and the best practices for their conduct and management, consistent with the law and with NPS regulations and policies.
4. Both parties to this Agreement wish to increase the engagement of BCHA members and other equestrian users with national parks, and to foster cooperation and volunteer assistance that helps NPS maintain and protect resources under its jurisdiction.

**B. The NPS agrees, subject to the availability of personnel and funds, and as appropriate and compatible with all applicable legislation, regulations, and plans:**

1. To communicate the existence of this Agreement throughout the NPS;
2. To collaborate with BCHA to produce educational materials and training programs related to horse and pack animal use within the national park system;
3. To encourage park superintendents and their staff to work with the BCHA at the local level to identify potential opportunities and locations for BCHA activities that are compatible with and appropriate to the identified sites; and
4. To provide training in maintenance techniques and standards for trails, trailhead facilities, parking areas, etc., sawyer training and certification, and other training necessary to promote the safety of volunteers and partners in performance of this agreement.

**C. BCHA agrees, subject to the availability of personnel and funds, and as appropriate and compatible with organizational governance, U.S. law, and all applicable regulations and plans:**

1. To abide by the rules and regulations established by the NPS and local park units;
2. To encourage BCHA members to contact national parks in their area, and to volunteer assistance on park projects including construction and maintenance of trails, trailheads, and other facilities;
3. To educate BCHA members in preserving and protecting the natural, cultural, and historic resources of the United States of America by incorporating and promoting the ethic of "Leave No Trace" in NPS units;
4. To locate, develop, publicize, and provide educational materials and training to recreational stock user groups and their organizations, and to make such educational materials available to the general public;
5. To encourage local BCHA chapters to assist NPS, where deemed practicable and

desirable by NPS, in ongoing construction, maintenance, and repair of equestrian-related amenities through formal agreements;

6. To provide opportunities for the public to attend conferences and participate in BCHA training on topics such as conflict resolution, community collaboration, and sharing resources with multiple user groups, and to facilitate improved understanding and communication between equine pack stock users, public agencies, and others;
7. To assist NPS in the development and conduct of trails planning educational workshops for NPS personnel and stakeholders, and to cooperate in facilitating sessions for NPS managers and the public on partnership development and methods to enhance the NPS trail system, including best management practices to define and describe recreational outcomes in general management plans and other relevant trails-related plans;
8. To provide input and assistance to NPS sites in managing equestrian use, determining best management practices that protect and preserve park resources, especially in those park units where equestrian use is allowed but whose trails management plans lack specificity regarding equestrian issues; and
9. To collaborate in appropriate public/private funding opportunities to support conservation and outdoor recreation projects; and
10. To provide the NPS with a copy of the BCHA annual report, including accomplishments of BCHA volunteers at NPS units.

**D. Both Parties mutually agree and acknowledge that:**

1. It is expected that activities undertaken as a result of this Agreement will primarily be conceived and carried out at the local level;
2. The local contact person for the NPS will be a park superintendent or designee;
3. The local contact person for the BCHA will be an officer of the local BCHA chapter or affiliate;
4. Each Party will conduct its own activities and utilize its own resources, including any expenditure of funds, in pursuing the objectives of this Agreement;
5. Nothing in this Agreement is intended to alter, limit, or expand the statutory authorities of NPS;
6. Nothing in this Agreement shall obligate the NPS to expend funds, or enter into any contract or other obligations with the BCHA;
7. Nothing in this Agreement shall obligate the BCHA to expend funds or enter into any contract or other obligations with the NPS;
8. This Agreement does not create any substantive or procedural right that is enforceable at law or equity against the United States or its officers, agents, or employees;
9. Any information furnished to the NPS under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552); and
10. This Agreement constitutes the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written.

**ARTICLE III: DURATION OF AGREEMENT**

This Agreement shall become effective on the date of the last signature and will remain in effect for five (5) years. Modification of the Agreement may be proposed by the Parties and

shall become effective upon written approval of all Parties.

#### **ARTICLE IV: KEY OFFICIALS AND LIAISONS**

The personnel listed below are identified as key staff and are considered essential to the work being performed under this Agreement:

##### **National Park Service**

Krista Sherwood

National Program Manager, Outdoor Recreation & Hydropower Assistance

National Park Service

1849 C Street, NW

Washington, DC 20240

krista\_sherwood@nps.gov; 202-702-5893

##### **Back Country Horsemen of America**

Randy Rasmussen, Director, Public Lands & Recreation

Back Country Horsemen of America

PO Box 1182

Columbia Falls, MT 59912-1182

WildernessAdvisor@bcha.org; 1-860-586-7540

Prior to any changes in Key Officials by either the NPS or BCHA, written notice will be given reasonably in advance.

#### **ARTICLE V: SPECIAL PROVISIONS**

- A. Any material prepared by either Party to inform the public about this Agreement will be submitted to the other Party's Key Official(s) (see Article IV) for formal review and approval prior to its release.
- B. This Agreement will not in any way suggest endorsement by the NPS of any product or service. No Party's advertising or promotional materials will carry logos (i.e. the NPS arrowhead logo, or BCHA logo) or other official text or emblems that might suggest endorsement of one Party by another without the explicit review and consent of the parties involved.
- C. This Agreement does not establish authority for non-competitive award to BCHA or its members of any contract or other agreement. Any contract or agreement must comply with all applicable requirements for competition.

#### **ARTICLE VI: REQUIRED CLAUSES**

- A. Non-Discrimination - All activities pursuant to or in association with this General

Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable Federal laws, regulations, or policies prohibiting such discrimination.

- B. Officials Not to Benefit - Pursuant to 41 U.S.C. 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon. Certain agreements under agricultural programs are excepted.
- C. Nothing in this Agreement shall be construed as binding NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year; or as involving the United States of America in any contract or other obligations for the further expenditure of money in excess of such appropriations.
- D. Nothing in this Agreement shall be deemed to be inconsistent with, or contrary to, the purpose or intent of any act of Congress affecting or relating to this Agreement.
- E. Nothing in this Agreement shall restrict the NPS from entering into similar agreements, in similar activities or agreements with any other public or private agencies, organizations, or individuals.
- F. No Lobbying with Federal Funds - Pursuant to 18 U.S.C. 1913, no part of the funds appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

## **ARTICLE VII: VOLUNTEERS-IN-PARKS**

The BCHA members working with the NPS shall be encouraged to become *Volunteers-in-*

*Parks* (VIPs) under 16 U.S.C. 18g *et seq.* VIPs are not Federal employees, but shall be entitled to those benefits and protections related to workmen's compensation and Federal tort claims as specified in the VIP Act. All individual members of BCHA shall enroll as VIPs in each park that they work.

**ARTICLE VIII: TERMINATION**

Either Party may terminate this Agreement by providing the other Party with written notice 60 days in advance.

**ARTICLE IX: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

\_\_\_\_\_  
Charles F. Sams III  
Director, National Park Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherry Copeland  
Chair, Back Country Horsemen of America

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Date