

**MEMORANDUM OF UNDERSTANDING
among the**

**United States Department of the Interior
Bureau of Land Management**

and

**The Wilderness Society
Back Country Horsemen of America**

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to expand opportunities for hiker and equestrian recreation on lands managed by the Bureau of Land Management (BLM). The parties to this MOU seek to identify, promote, and expand a system of trails for hiker and equestrian use in furtherance of BLM's National Recreation Strategy. This coordinated effort will bring the expertise of local stakeholders and others with knowledge of hiker and equestrian trails to provide the public with enhanced opportunities for recreation on public lands and promote responsible use of hiker and equestrian trails.

B. AUTHORITY

This MOU is entered into under the authority of Sections 302(a) and 307(b) of the Federal Land Policy and Management Act of 1976 ("the FLPMA"), 43 U.S.C. §§ 1732(a) & 1737(b).

C. THE PARTIES

The Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior (Department), manages 245 million surface acres in the United States. The FLPMA identified the principles of multiple use and sustained yield and gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages public lands for outdoor recreation, livestock grazing, and mineral development, while also working to conserve natural, historical, cultural, and other resources on public lands. Most of the country's BLM-managed public land is located in 12 Western States, including Alaska.

The Wilderness Society

Since 1935, The Wilderness Society (TWS) has worked to protect wilderness-quality lands across the United States. The mission of TWS is to protect wilderness and inspire Americans to care for our wild places. The organization's goal is to ensure that future generations will enjoy the clean air and water, wildlife, natural beauty, opportunities for recreation, and spiritual renewal that pristine forests, rivers, deserts, and mountains provide. The TWS works with

Federal land management agencies, its members and supporters, other partners in conservation, and the general public in a collaborative way to conserve, protect, and restore our wild public heritage.

Back Country Horsemen of America

Back Country Horsemen of America (BCHA) is a national organization that has been working since 1973 to keep trails open on public lands for all users. The BCHA has established a national network of saddle and pack stock users. The BCHA works via MOUs with its partners, with Federal, state, and local land management agencies, and with private parties to maintain trail access and recreational opportunities. The BCHA provides educational materials and classes that encourage responsible back country use and create a positive image of saddle and pack stock users. The BCHA has a long history of volunteerism on all Federal, state, and local public lands.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM, TWS, and BCHA recognize the value of promoting public-private partnerships that encourage responsible use of public land by hikers, equestrian users, and other recreationists. The BLM, TWS, and BCHA share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to hiking and equestrian use. This MOU will help the BLM leverage expertise and other resources to provide the public with better, higher quality, sustainable recreational access to BLM public lands.

E. THE BUREAU OF LAND MANAGEMENT AGREES TO:

1. Communicate the existence of this MOU throughout the BLM.
2. Encourage state and field office managers and their staff to work with TWS and BCHA (the Partners) at the local level to identify potential opportunities and locations for joint activities to develop and promote sustainable best management practices for hikers, equestrian users, and others.
3. Provide information and data to the Partners on existing route networks for mapping and other purposes in support of identifying hiker and equestrian recreational trail opportunities.
4. Communicate with the Partners and other hiker/equestrian groups, clubs, and associations as necessary to update them on important opportunities regarding hiker/equestrian trails.
5. Provide technical assistance to the Partners with regard to the development of educational materials and a comprehensive communication network.
6. Provide training necessary for the Partners' maintenance of trails, trailhead facilities, parking areas, etc., including training on trail maintenance standards, first aid, CPR, saw training/certification, and other training necessary to promote the safety of volunteers and partners in performance of this MOU.

7. Assist the Partners in data collection to support ongoing recreation mapping efforts which will provide hiker and equestrian trail information to the public via interactive websites, smartphone apps, paper and pdf maps, etc.
8. Work with the Partners in the development of statewide hiker and equestrian action plans for BLM state offices that desire additional input from national, state/regional, and local trails communities. Based on community input these action plans would help inform and develop hiker and equestrian activities and planning within the state.

F. THE WILDERNESS SOCIETY AND THE BACK COUNTRY HORSEMEN OF AMERICA AGREE TO ASSIST THE BLM WITH THE FOLLOWING:

1. Communicate the existence of this Agreement throughout TWS and BCHA.
2. Cultivate a community of hiker and equestrian trail users to help respond to planning, management, and maintenance challenges that the BLM faces in the context of land use planning at the local field office level, including the proper allocation of recreational resources in land use plans, addressing recreational conflicts, and planning and management in light of budget constraints. Educate members and the general public regarding BLM's land use planning process and opportunities for constructive participation in that process.
3. Develop educational materials, such as fact sheets and guides, that explain effective engagement in BLM planning processes in order to identify hiker and equestrian trails that lead to optimal recreation opportunities for these uses in balance with other recreational uses and the protection of cultural and natural resources.
4. Assist the BLM in the development and conduct of travel management and trails planning educational workshops for BLM personnel and stakeholders. Facilitate sessions for BLM Recreation Program managers and the public on partnership development and methods to enhance the BLM trail system and hiker and equestrian opportunities, including best management practices to define and describe recreational outcomes in land use plans for hiker and equestrian trails.
5. Develop use and safety guidelines for quality hiker and equestrian trail experiences.
6. Assist the BLM in ongoing data collection and recreation mapping efforts by collecting and providing hiker and equestrian trail information in support of BLM efforts to disseminate information (*e.g.*, interactive websites, smartphone apps, paper and pdf maps, etc.) on recreational opportunities on BLM-managed lands. Provide BLM with recreational use, trail, or other types of information to facilitate land use planning and management. The community of hiker and equestrian users may also provide hiker/equestrian related trail information that would contribute to the development of a BLM state-wide trail management action plan. Initially, identify 20 of the most iconic hiker and equestrian trail opportunities on BLM-managed lands to serve as a pilot for providing enhanced recreational trail information.

7. Work with BLM and user groups in the development of statewide hiker and equestrian action plans for BLM State Offices that desire additional input from national, state/regional, and local trails communities. Based on community input, these action plans would help inform and develop hiker and equestrian activities and planning within the state.

G. BACK COUNTRY HORSEMEN OF AMERICA FURTHER AGREES TO:

1. Develop a communication network for contacting recreational saddle and pack stock users through a system of local and state BCHA organizations.
2. Provide volunteers to help and assist in the maintenance of trails, trailheads, and other related facilities in keeping with BCHA's heritage of saddle and pack stock use on BLM lands, and incorporate "Tread Lightly" and "Leave No Trace" principles in all operations.
3. Provide the public the opportunity to attend conferences and to participate in BCHA information exchange meetings on topics such as conflict resolution, community collaboration, or BCHA strategic planning, and facilitate improved understanding and communication among saddle and pack stock users, public agencies, and others.
4. Provide information on safe, responsible saddle and pack stock use for BLM employees to use and incorporate into materials to be shared with the public, including maps, handouts and brochures.

H. IT IS MUTUALLY AGREED BY THE BUREAU OF LAND MANAGEMENT, THE WILDERNESS SOCIETY AND THE BACK COUNTRY HORSEMEN OF AMERICA THAT:

1. The principal contacts for this agreement are:

Andy Tenney
Division Chief, Recreation and Visitor Services
USDI, Bureau of Land Management
1849 C Street, N.W. MS 6224
Washington, DC 20240
Office: 202-912-7094
FAX: 202-245-0050

Phil Hanceford
Assistant Director, Agency Policy and Planning
The Wilderness Society
1660 Wynkoop Street, Suite 850
Denver, CO 80202
Office: 303-225-4636
FAX: 303-395-0383

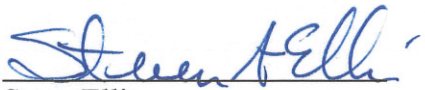
Jim McGarvey
Executive Director
Back Country Horsemen of America
P.O. Box 1367
Graham, WA 98338
Office: 888-893-5161

2. The local contact persons for the BLM are field and state level managers who may enter into subsequent agreements and cooperative relationships subject to agency review and approval, on an as-needed basis at the local or regional levels, to accomplish portions of this MOU.
3. The local contact persons for TWS and BCHA are regional offices (TWS) and state and chapter presidents (BCHA) who may enter into subsequent agreements and collaborative relationships subject to coordination with TWS's principal contact and/or BCHA's Executive Director to accomplish portions of this MOU.
4. Nothing in this MOU may commit the BLM to particular outcomes and/or would otherwise be construed as inconsistent with any applicable Federal law, regulation, or policy controlling BLM activities. Any endeavor involving an agreement for 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 or agreements will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
5. Nothing in this MOU may be construed to obligate the BLM, the Department, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the BLM, the Department, or the United States to spend funds on any particular project or purpose, even if funds are available.
6. Nothing in this MOU may be construed to delegate responsibilities of the BLM or the Department to any individual or organization.
7. This MOU does not establish authority for a non-competitive award(s) to TWS or 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.

8. Nothing in this agreement may be interpreted to imply that the United States, the Department, or the BLM endorses any product, service, or policy of TWS or BCHA.
9. The TWS or BCHA will not take any action or make any statement that suggests or implies such endorsement. The Partners 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 BLM, the Department, or the name or title of any employee of the Department in connection with this agreement." Such documents will be submitted to the BLM principal contact (see Section H) for review and approval prior to release.
10. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act, 5 U.S.C. § 552.
11. The parties will comply with the Federal Advisory Committee Act, 5 U.S.C. App. § 1-16, to the extent it applies.
12. This MOU in no way restricts the BLM, TWS, or BCHA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
13. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246, as amended, on non-discrimination and will not discriminate against any person because of age, race, color, religion, sex, sexual orientation, gender identity, or national origin.
14. Nothing herein is intended to conflict with current Department 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. Additionally, nothing herein is intended to conflict with TWS's or BCHA's mission.
15. This MOU becomes effective upon signature by the BLM, TWS and BCHA and, unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all the parties. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other parties (at the addresses set forth above or as otherwise indicated). In the event that one of the Partners withdraws from this agreement, the MOU will remain in effect as between the BLM and the remaining Partner.
16. This MOU can be amended or modified if all of the parties agree.

17. This MOU provides a general framework for BLM National, State and Field offices to work in partnership with TWS and BCHA on joint projects and goals.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



Steve Ellis
Deputy Director, Operations
U.S. DOI, Bureau of Land Management

Date: 11/9/15

Phil Hanceford
Assistant Director, Agency Policy and Planning
The Wilderness Society

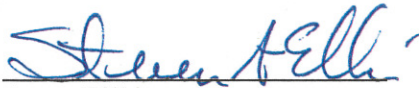
Date: _____

Jim McGarvey
Executive Director
Back Country Horsemen of America

Date: _____

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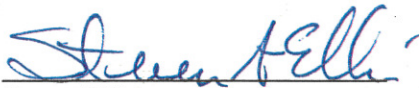
Date: 11/25/15

Jim McGarvey
Executive Director
Back Country Horsemen of America

Date: _____

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Deputy Director, Operations
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Date: 11/9/15

Phil Hanceford
Assistant Director, Agency Policy and Planning
The Wilderness Society

Date: _____



Jim McGarvey
Executive Director
Back Country Horsemen of America

Date: 12/8/15