

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 referred to as “BCHA.”

ARTICLE I: BACKGROUND AND OBJECTIVES

WHEREAS, the Act of August 25, 1916, 16 U.S.C. 1, as amended, declares that the 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, 16 U.S.C. 4601 generally provides for the NPS to cooperate with other groups and organizations to promote the benefits of outdoor recreation; and

WHEREAS, it is the purpose of the BCHA 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;”

THEREFORE, 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. Such programs, projects, and activities complement the NPS mission and are in the best interests of the public. This Agreement will encourage local BCHA chapters to work with NPS park managers and superintendents in identifying and implementing volunteer projects and activities in which they may participate.

ARTICLE II: AUTHORITIES

A. The NPS will carry out its activities of this Agreement pursuant to the general management authorities of the Organic Act of 1916 and 16 U.S.C. §§ 1 – 3.

ARTICLE III: STATEMENT OF WORK

A. Statement of Mutual Interests and Benefits

It is agreed that the NPS and the BCHA will cooperate in mutually beneficial activities with the following objectives:

1. To assist the NPS in the maintenance and protection of backcountry and wilderness area resources.
2. Encourage BCHA members to contact national parks in their area, and to volunteer assistance on park-managed projects including construction and maintenance of trails, trailheads, and other facilities.
3. To work collaboratively to develop sustainable best management practices for equestrian users and others.

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.
3. To encourage park superintendents and their staff to work with the BCHA at the local level to identify potential opportunities and locations for the BCHA activities that are compatible with and appropriate to the NPS site.

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 regulation and plans, to:

1. Abide by the rules and regulations established by the NPS and local park units.
2. 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. 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. Locate, develop, publicize, and provide educational materials and training to recreational stock user groups and their organizations. The BCHA will make those educational materials available to the general public.
5. Provide the public an opportunity to attend conferences and to participate in BCHA training, on topics such as conflict resolution, community collaboration, sharing resources with multiple user groups or BCHA strategic training, and to facilitate improved understanding and communication between equine pack stock users, public agencies, and others.
6. Provide the NPS with a copy of the BCHA annual report, including the accomplishments of the BCHA volunteers at NPS units.

D. All Parties mutually agree and acknowledge that:

1. The local contact person for the NPS will be the park superintendent or designee.
2. The local contact person for the BCHA will be an officer of the local BCHA chapter or affiliate.
3. Nothing in this Agreement shall obligate the NPS to expend funds, or enter into any contract or other obligations with the BCHA.
4. Nothing in this Agreement shall obligate the BCHA to expend funds or enter into any contract or other obligations with the NPS.
5. Nothing in this Agreement will restrict the NPS or BCHA from participating in similar activities with other public or private agencies, organizations, or individuals.
6. Either Party may modify this Agreement at any time before the date of expiration, with the mutual written consent of both parties.
7. Most activities that originate, as a result, of this Agreement will be carried out primarily at the local level.

ARTICLE IV: DURATION OF AGREEMENT

This Agreement shall become effective on the date of the last signature and will remain in effect for 5 years. Modification of the Agreement may be proposed by the Parties and shall become effective upon written approval of all Parties. Parties may withdraw from this Agreement, or any part thereof, at any time upon 60 days prior written notice to the other Party (at the addresses set forth below or as otherwise indicated).

ARTICLE V: 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

Bob Ratcliffe
Chief, Conservation and Outdoor Recreation
National Park Service
1849 C Street, NW
Washington, DC 20240
bob_ratcliffe@nps.gov; 202-354-6904

Back Country Horsemen of America

Jim McGarvey, Chairman, Back Country Horsemen of America
PO Box 1367
Graham, WA 98338-1367
BCHAChairman@backcountryhorse.com, 1-888-893-5161

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

ARTICLE VI: 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 a 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 clearance 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 VII: 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 the 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 of 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 VIII: VOLUNTEERS-IN-PARKS

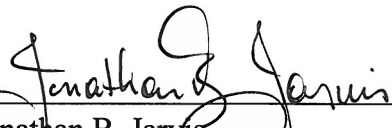
The BCHA members working with the NPS shall be encouraged to become *Volunteers-in-Parks* (VIPs) under 16 U.S.C. 18g *et seq.* VIPs are not Federal employees, but shall be entitled to those benefits and protections related to workmen's compensation and Federal tort claims as specified in the VIP Act.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

ARTICLE IX: TERMINATION

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

ARTICLE X: AUTHORIZING SIGNATURES

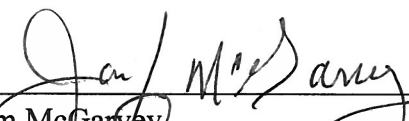
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.



Jonathan B. Jarvis
Director, National Park Service

8/18/2014

Date



Jim McGarvey
Chairman, Back Country Horsemen of America

9/17/14

Date