

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

AND

BACK COUNTRY HORSEMEN OF AMERICA

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to expand opportunities for 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 equestrian use in furtherance of the BLM's Blueprint for 21st Century Outdoor Recreation. This agreement establishes a general framework of cooperation, upon which mutually beneficial educational programs, service projects, training seminars, as well as the development and maintenance of equestrian recreational opportunities and other activities, may be planned and accomplished on BLM-administered lands. Such programs, projects, and activities complement the missions of both the BLM and Back Country Horsemen of America (BCHA) and are in the best interest of the public. In addition, this MOU will further the Department of the Interior's (DOI) priorities to build healthy communities and economies, advance environmental justice, and provide safe and equitable access to outdoor recreation opportunities for all Americans.

B. AUTHORITY

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

C. THE PARTIES

Bureau of Land Management

The BLM, an agency of the DOI, manages approximately 245 million surface acres in the United States. The FLPMA sets forth the agency's comprehensive mission to manage public lands for various uses that benefit both present and future generations. These uses include outdoor recreation, livestock grazing, mineral development, and conservation of natural, historical, and cultural resources. Most BLM-managed public land is in 12 Western States, as well as Alaska.

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. BCHA has established a national network of saddle and pack stock users, and works through MOUs with its partners, including Federal, State, and local land management

agencies, and private parties to maintain trail access and recreational opportunities. BCHA provides educational materials and classes that encourage responsible back country use and create a positive image of saddle and pack stock users. The organization has a long history of volunteerism on all Federal, State, and local public lands.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

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

E. THE BUREAU OF LAND MANAGEMENT AGREES TO:

1. Communicate the existence of this MOU throughout the BLM.
2. Encourage collaboration between state and field office managers, their staff, and BCHA at the local level to identify potential opportunities and locations for joint activities and promote sustainable best management practices for equestrian users.
3. Provide BCHA with information and data on existing route networks for mapping and other purposes in support of identifying equestrian recreational trail opportunities.
4. Communicate with the Parties and other equestrian groups, clubs, and associations as necessary to update them on important opportunities regarding equestrian trails.
5. Provide technical assistance to the Parties in developing educational materials and a comprehensive communication network.
6. Assist the Parties in data collection to support ongoing recreation mapping efforts which will provide equestrian trail information to the public through various platforms, such as interactive websites, smartphone apps, as well as paper and PDF maps.
7. Collaborate with BCHA to develop equestrian action plans for BLM state offices seeking additional input from national, state/regional, and local trails communities. These action plans, informed by community input, would support the development of equestrian activities and planning within the state.
8. Identify a BLM saddle and pack stock trail subject matter expert (SME) to serve as a primary BCHA contact.
9. Provide training necessary for the Parties' maintenance of trails, trailheads facilities, parking areas, etc., where needed to promote the safety of volunteers and partners in performance of this MOU.

10. Identify protocol for BCHA to offer trail maintenance and training opportunities.
11. Coordinate with BCHA and other agencies to establish a process similar to what the National Park Service (NPS) and U.S. Forest Service (USFS) use to establish reciprocity for trail maintenance, chainsaw, and crosscut usage.

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

1. Communicate the existence of this MOU throughout BCHA.
2. Cultivate a community of equestrian trail users to help respond to planning, management, and maintenance challenges faced by the BLM in the context of land use and implementation level planning at the local field office level, including the proper allocation of recreational resources in land use plans, addressing recreational conflicts, planning and management all while considering budget constraints. Educate members and the public regarding the BLM's planning process and opportunities for constructive participation in that process.
3. Develop educational materials, that explain effective engagement in BLM planning processes to identify 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 delivery of educational workshops for BLM personnel and stakeholders on travel management trails planning. Assist BLM Recreation Program Managers in engaging the public on partnership development and methods to enhance the BLM-managed trail system and equestrian opportunities, including best management practices to define and describe recreational outcomes in BLM trail planning processes.
5. Create guidelines for safe and quality equestrian trail experiences.
6. Assist the BLM in collecting and mapping recreation data by providing equestrian and equestrian compatible trail information.
7. Provide the BLM with recreational use, trail, or other types of information to facilitate planning and management. The community of equestrian users may also provide equestrian related trail opportunities on BLM-managed lands to serve as a pilot for providing enhanced recreational trail information.
8. Work with BLM saddle and pack stock trail SME and user groups to develop statewide 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 equestrian activities and planning within the state.

9. Develop a communication network for contacting recreational saddle and pack stock users through a system of local and state BCHA organizations.
10. Provide volunteers to assist in the maintenance of trails, trailheads, and related facilities in keeping with BCHA's heritage of saddle and pack stock use on BLM lands while incorporating "Light on the Land" educational platform.
11. Offer opportunities for the public 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.
12. Provide information on safe, responsible saddle and pack stock use for BLM employees and the public through maps, handouts, and brochures.
13. Provide training opportunities for trail maintenance.
14. Coordinate with the BLM and other agencies to establish a process similar to what the NPS and USFS utilize for reciprocity in trail maintenance, chainsaw, and crosscut usage.

G. IT IS MUTUALLY AGREED BY THE BLM AND BCHA THAT:

1. The principal contacts for this agreement are:

Kevin E. Oliver
Division Chief
Recreation and Visitor Services
Bureau of Land Management
(801) 450-3134
koliver@blm.gov

Randy Rasmussen
Director
Public Lands and Recreation
Back Country Horsemen of America
(541) 602-0713
WildernessAdvisor@bcha.org

2. The local contact persons for the BLM are field and state level managers who may enter into subsequent agreements and cooperative relationships as needed at the local level to accomplish portions of this MOU.
3. Nothing in this MOU may be construed to obligate the United States, DOI, or the BLM to any current or future expenditure of resources in advance of the availability of appropriations from Congress. 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 must be made in writing by representatives of the Parties and must be independently authorized by appropriate statutory authority.

4. This MOU does not establish authority for a noncompetitive award to the 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 to affect the authorities of the participants, bind them beyond their respective authorities, or require any of the participants to obligate or expend funds.
5. Nothing in this MOU will be interpreted to imply that the United States, the DOI, or the BLM endorses any product, service, or policy of BCHA. BCHA will not take any action or make any statement that suggests or implies such endorsement.
6. Any information furnished to the BLM by BCHA under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552).
7. The Parties will comply with the Federal Advisory Committee Act to the extent that it applies.
8. This MOU in no way restricts the BLM or BCHA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
9. The BLM owns all rights, title, and interest in and to the BLM Marks (including, without limitation, all registrations and applications). “Marks” means all trademarks, service marks, logos, brand identification, and indicia (including domain names and websites), to be used to identify or describe the BLM, DOI, or both, and features located therein, whether registered or not.
10. BCHA has not acquired and may not acquire (whether by operation of law, by this MOU, or otherwise), any right, title, interest, or ownership (collectively, “Ownership Rights”) in or to the BLM Marks or any part thereof.
11. BCHA will not do anything which, in the BLM’s sole judgment, could in any way damage, injure, or impair the validity and subsistence of the BLM Marks during the MOU or at any time thereafter. BCHA will not attack, dispute, or challenge the BLM’s Ownership Rights or the rights the BLM assigns, licenses, or sublicenses to a third party in or to the BLM Marks or the validity of the BLM’s Ownership Rights as described in this MOU, nor may the BCHA assist others in so doing.
12. During the performance of this MOU, all Parties will abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
13. Nothing herein is intended to conflict with current DOI, BLM, or BCHA directives. If any term of this MOU 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.

14. This MOU becomes effective upon the last signature of the BLM and BCHA and, unless terminated, will be in force for 5 years, at which time this MOU will automatically terminate unless renewed by the BLM and BCHA. The BLM and BCHA reserve the right to withdraw from this agreement, or any part thereof, at any time upon 30 days' prior written notice to the other party (at the addresses set forth above or as otherwise indicated).
15. Modifications to this instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by the Parties, prior to any changes being performed.
16. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU.

Thomas Heinlein
Assistant Director
National Conservation Lands and Community Partnerships
Bureau of Land Management

Date

Mark Himmel

Mark Himmel
Chairman
Back Country Horsemen of America

11/7/2024

Date