

The following memorandum was transmitted to the field on April 21st. The referenced attachment appears below it.

Memorandum

To Regional Directors Attention:
Superintendents

From: Associate Director, Visitor and Resource Protection

Subject: Agreement with International Mountain
Bicycling Association

Attached you will find the electronic version of a recently executed General Agreement between the National Park Service (NPS) and the International Mountain Bicycling Association (IMBA) (original is on file at my office). The agreement is the culmination of the collaborative efforts of both parties with the goal of providing high quality bicycling opportunities for visitors to enjoy the national park system, in appropriate areas in a manner consistent with our stewardship responsibilities.

Highlights of the agreement encourage the NPS to work in cooperation with IMBA and affiliate organizations to identify mutually beneficial projects or activities. These may include trail construction and maintenance projects, trail patrols, docent programs, gathering and sharing information regarding mountain biking on NPS lands, safety training, and other educational efforts.

The designation of roads, areas, and routes as appropriate for mountain biking shall comply with the requirements of 36 CFR 4.30 and all other applicable laws, regulations, and policies of the NPS. While park roads and parking areas within developed zones (36 CFR 1.4) do not require

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special designation allowing bicycles, proposed bicycle use on all other routes within developed zones, and administrative roads (those closed to public motorized use) outside of developed zones will require an analysis, including public comment, and decision pursuant to NEPA. Any proposed route other than an administrative road that is not within a developed zone must be promulgated as a special regulation.

The first step managers should undertake is to review existing planning documents (GMP, DCP, Trails Plan, etc.) to determine if mountain bike use is appropriate or not for their particular NPS area. If a positive determination is made, then the NEPA process should be used to develop alternatives for public review and comment, environmental impacts analysis, and selection of an alternative for implementation.

The NPS is committed to identifying and providing opportunities for the public to participate in outdoor recreation to promote health and wellness. This historic agreement with IMBA will help us reach that goal.

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GENERAL AGREEMENT

between

NATIONAL PARK SERVICE

U.S. DEPARTMENT OF THE INTERIOR

and the

INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

This General Agreement is made and entered into this, 17th day of March, 2005 by and between the National Park Service, U.S. Department of the Interior, hereinafter called the NPS and the International Mountain Bicycling Association, a non-profit corporation, hereinafter referred to as IMBA.

ARTICLE I: BACKGROUND AND OBJECTIVES

WHEREAS, the National Park Service Organic Act (16 U.S.C. 1-1(a)) and the General Authorities Act (16 U.S.C. 1, 2-4) provide key management authority for units of the National Park System, including the direction to preserve unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations.

WHEREAS, the NPS is committed to providing appropriate, high quality opportunities for visitors to enjoy the units of the National Park System consistent with its stewardship responsibilities.

WHEREAS, IMBA leads a national and worldwide effort to keep trails open for mountain bicycling and expand mountain bicycling opportunities through a network of 32,000 individual members, 70 designated IMBA state representatives, and more than 450 affiliated clubs; and

WHEREAS, IMBA encourages responsible riding and environmental conservation, supports participation in volunteer trail projects, and fosters cooperation among trail user groups and land managers.

WHEREAS, mountain bicycling is a healthy, family-oriented activity enjoyed by more than 39 million Americans annually that contributes to the well-being of those who enjoy it; and

WHEREAS, mountain bicycling, practiced in accordance with IMBA's widely recognized "Rules of the Trail", and managed in compliance with all applicable NPS laws, regulations, and policies is an appropriate recreational activity in some units of the National Park System.

WHEREAS, the appropriate use of mountain bicycles in park areas as determined by NPS laws, regulations, and policies assures protection of a park area's natural, scenic, wildlife and aesthetic values while promoting visitor safety and the appreciation of park resources.

WHEREAS, mountain bicycling is managed successfully in a variety of park areas around the country including Mammoth Cave National Park in Kentucky, Canyonlands National Park in Utah, and Saguaro National Park in Arizona, as well as in many National Recreation Areas managed by the NPS.

WHEREAS, the NPS and IMBA recognize that certain trails in units of the National Park System are administered and managed either exclusively or primarily as hiking and backpacking trails and will continue to be

administered and managed as such.

WHEREAS, this agreement between the NPS and IMBA will benefit the NPS, the resources it manages, visitors to units of the National Park System, IMBA, its membership, the mountain biking community, and the public generally.

THEREFORE, the NPS and IMBA desire to cooperate and mutually agree to collaborate as described below.

ARTICLE II: TERMS OF AGREEMENT

Both parties mutually agree to the following terms:

A. The Service agrees to

1. Cooperate with IMBA and affiliate organizations to identify mutually beneficial projects or activities.
2. Make the terms of this agreement available to Park Superintendents and include information regarding the appropriate administrative process for the designation of mountain bicycling trails within units of the National Park System and a description of the types of places where mountain bicycling is permitted without further administrative procedure under NPS regulations. The designation of roads, areas, and routes as appropriate for mountain bicycling shall be the responsibility of the NPS; shall comply with the requirements of 36 CFR 4.30 and all other applicable laws, regulations, and policies of the NPS; shall not result in impairment of the resources and values of the National Park System; and shall fully respect other applicable agreements.
3. Subject to the availability of personnel and funds, park staff will work with IMBA and the mountain bicycling community in the development of mutually beneficial work projects and activities, the compilation of information regarding the availability of mountain biking opportunities on National Park System lands, trail construction and maintenance projects, trail patrols, docent programs, safety training, and other educational efforts in units of the National Park System.
4. As funding permits, conduct studies and research on the status and effects of mountain biking Service-wide on natural and cultural resources, scenic and aesthetic values, wildlife, and visitor experience.

B. IMBA agrees to

1. Promote this partnership with the NPS to members and state representatives and affiliate organizations and encourage collaboration with the NPS on mutually beneficial projects or activities.
2. Provide technical assistance to local NPS units on the identification of new cycling opportunities. On request, IMBA will provide technical expertise in trail design, construction, maintenance, and management; organize volunteers, provide safety instruction and other educational programs.
3. Encourage all mountain bikers to ride responsibly on NPS roads and trails officially designated for bicycle use and work with the NPS to implement educational efforts that foster low-impact riding on such routes, a conservation ethic, the mission of the NPS, proper trail etiquette including preventing disturbance of wildlife, and courtesy toward other visitors to units of the National Park System.
4. Recruit, train, organize, and supervise volunteers from the mountain bicycling community to assist NPS staff in constructing, maintaining, repairing, and restoring trails on NPS lands in accordance with applicable laws, regulations, and policies.
5. Assist with the formation and management of trail patrols, docent programs, and other education, interpretation, and assistance efforts in cooperation with the NPS.
6. Actively support the NPS and its activities.

C. Both parties mutually agree to

1. Collaborate in the development of educational materials to inform the public of this partnership between the NPS and IMBA.
2. Meet annually to discuss activities under this Agreement and identify specific areas of mutual interest for the coming year.
3. Complete an annual work plan, consistent with this Agreement that identifies and prioritizes potential projects and provides a program of work.
4. Collaboratively prepare an annual status report, including project status, program successes and program areas needing improvement.
5. During the first year of this agreement, develop two pilot projects.
6. Identify opportunities to collaboratively participate in regional and national meetings in the form of presentations, panel discussions, and training.

ARTICLE III: TERM OF AGREEMENT

A. This Agreement shall become effective on the date of the last signature and will remain in effect for five years. Modifications to the Agreement may be proposed by either party and shall become effective upon written approval of both parties.

B. Nothing in this Agreement shall obligate the Government to expend funds or to enter into any contract or other obligations with IMBA. This Agreement is neither a fiscal nor a funds obligation document. Any activities involving reimbursement or contribution of funds between the parties of this Agreement will be handled in accordance with applicable law, regulations, and procedures.

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 - Karen Taylor-Goodrich, NPS, Washington D.C.

International Mountain Bicycling Association - Mike Van Abel, Executive Director, IMBA, Boulder, Colorado; Jenn Dice, Government Affairs Director, IMBA, Boulder, Colorado

Prior to any changes in key officials by either the NPS or IMBA, written notice will be given reasonably in advance.

ARTICLE V: SPECIAL PROVISIONS

A. Any material prepared by either party for informing the public about this partnership, 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 IMBA member advertising or promotional materials will carry the NPS arrowhead logo or other official text or emblems that might suggest product or NPS endorsement.

C. This Agreement does not establish authority for noncompetitive award to IMBA 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. Civil Rights - During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

B. Officials Not to Benefit - No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

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 in any contract or other obligation 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, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

F. No part of the money 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 any 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, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of 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: TERMINATION

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

ARTICLE VIII: AUTHORIZING SIGNATURES

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

NATIONAL PARK SERVICE

By: /s/ACTING: Michael
Snyder

Fran Mainella, Director

Date: 03/17/05 .

INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

By: /s/ Mike Van
Abel

Mike Van Abel, Executive Director

Date: March 17, 2005 .

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