

FS Agreement No. 14-MU-11132424-163
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
WINTER WILDLANDS ALLIANCE
And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Winter Wildlands Alliance, hereinafter referred to as “WWA,” and the USDA, Forest Service, hereinafter referred to as the “U.S. Forest Service.”

PURPOSE: The purpose of this MOU is to document the understanding that the parties will continue to develop and expand a framework of cooperation upon which mutually beneficial programs, projects and winter recreation activities may be planned and accomplished by the Forest Service and the WWA and its member groups and affiliates working cooperatively at the national, regional and local level in accordance with the following provisions.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is responsible for the management of National Forest System (NFS) lands and their resources, and for increasing the public’s knowledge, awareness, use, enjoyment, and appreciation of them. The Forest Service also provides technical assistance to help insure the sustainability of natural resources on federal and non-federal lands.

The primary mission of the Forest Service is multiple-use management of its forests and grasslands and their resources. Under the multiple-use mandate, public access for non-motorized winter recreation is one of the intended multiple uses of Forest Service lands. The Forest Service has jurisdiction over many roads, trails, and areas within its system that provide access for non- motorized winter recreation activities.

WWA is a national organization working to promote and preserve winter wildlands and quality human-powered snow sports on public lands. WWA represents a broad constituency including the recreating public, its own membership, and affiliate organizations. WWA is recognized as the leading advocate for human-powered winter recreation, promoting winter backcountry ethics, and working to establish appropriate land-use management on Forest Service and other lands.

The WWA SnowSchool program is a national network of education sites operating on public lands for the purpose of educating students and the general public about important natural science topics such as winter ecology, snowpack and local winter wildlife. Participants in the SnowSchool program explore their local snow covered public lands on snowshoes both as an introduction to winter recreation and as a means to participate in important outdoor science education.



The Forest Service and WWA share common interests in seeking to improve and maintain public access to National Forest System (NFS) lands and lawful non-motorized winter recreation activities where those activities are compatible with the conservation and management of natural resources, fish and wildlife species, and other multiple uses. The Forest Service and WWA will cooperate in seeking solutions and implementing actions to increase opportunities for winter non-motorized recreation. The partners agree there is a need to actively promote public-private partnerships centered on information sharing, educational programs, and volunteer opportunities related to winter non-motorized recreation.

In consideration of the above premises, the parties agree as follows:

II. WWA SHALL:

- A. Work with the Forest Service to identify appropriate partnership opportunities and jointly pursue such projects when appropriate, and to facilitate improved understanding and communication between recreational users, public agencies, and the general public.
- B. Encourage its local members and affiliates to contact and meet with the appropriate Forest Service field offices and to participate in agency land use planning efforts to identify suitable access points or locations where access is perceived to be inadequate.
- C. Encourage its local members and affiliates to provide leadership, services, funds, volunteers and/or materials, as available and appropriate, for developing and maintaining roads, trails, areas and access points for non-motorized winter recreation projects and activities on National Forest System lands in coordination with local Forest Service offices.
- D. Collaborate on information and educational programs available to the public regarding winter backcountry safety and ethics, avalanche awareness and the availability of non-motorized winter recreation opportunities on federal and non-federal lands.
- E. Create a framework whereby information and technical knowledge gathered under WWA research programs are made available to the Forest Service and other interested parties.
- F. Complete Job Hazard Analyses for WWA activities on National Forest System lands and conduct safety training sessions prior to each individual activity. These sessions will review hazards anticipated and measure that should be taken to reduce the hazard.
- G. Enhance student and general public knowledge about the winter ecology, winter wildlife and snowpack, and conservation of NFS resources through the WWA SnowSchool program and affiliated local SnowSchool sites and field trips when appropriate on NFS lands.
- H. Encourage local schools and non-profit organizations to establish SnowSchool programs on NFS public lands that educate students about those public lands; and provide continued support for winter field-trip educational outings on NFS public



lands, when appropriate, to schools and non-profit organizations that are a part of the SnowSchool network.

III. THE U.S. FOREST SERVICE SHALL:

- A. Work with the WWA and its affiliate organizations to identify appropriate partnership opportunities and jointly pursue such projects in conjunction with the non-motorized winter recreation community and Forest Service districts nationwide, contingent upon availability of funds and personnel, and subject to compliance with applicable federal law, regulations, Forest Plans, or other Forest Service management direction.
- B. Encourage local Forest Service officials to participate with the WWA's national office staff, representatives, affiliate organizations and members in the development of mutually beneficial work projects, educational activities, and winter recreation opportunities.
- C. Encourage notification of the WWA when land use plans and/or access and travel management plans are to be developed, revised, or amended, and cooperate with WWA and its local chapters and affiliates to assess recreational needs and access opportunities for non-motorized winter recreation.
- D. Work with WWA and its affiliate organizations to identify areas where access or opportunities are perceived to be inadequate for non-motorized winter recreation activities, or where conflict exists between motorized and non-motorized winter recreation, and consider potential solutions to improve access to such areas, or alternative areas.
- E. In accordance with The Federal Advisory Committee Act, collaborate with the WWA to address non-motorized winter recreation on NFS lands, including but not limited to such documents as the Recreation Opportunity Spectrum and Forest Service Handbook.
- F. Work with WWA to identify maintenance needs of access points and federally managed roads and trails and present those cases to WWA as potential cooperative projects with local chapters and affiliates of WWA.
- G. Provide information on completing Job Hazard Analyses and conducting safety training sessions for WWA activities on National Forest System lands.
- H. Encourage the establishment of SnowSchool programs in NFS locations across the country, recognizing the importance and mutually beneficial nature of this outdoor science program. Utilize the WWA national SnowSchool program to promote the NFS Junior Snow Ranger booklet and related materials. Allow qualified schools and non-profit organizations that are a part of the WWA SnowSchool network to operate winter field-trip educational outings on NFS public lands.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Menlove, Executive Director Address: 910 Main Street, Suite 235 City, State, Zip: Boise, ID 83702 Telephone: 208-336-4203 FAX: 208-336-0648 Email: mmenlove@winterwildlands.org	Name: Cailin O'Brien-Feeney, Policy Director Address: 910 Main Street, Suite 235 City, State, Zip: Boise, ID 83702 Telephone: 208-386-9227 FAX: 208-336-0648 Email: cobrienfeeney@winterwildlands.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jonathan Stephens, Trails & CDA Address: 1400 Independence Ave, SW Mailstop 1125 City, State, Zip: Washington, DC 20250 Telephone: 202-205-0813 FAX: 703-605-5131 Email: jmeade@fs.fed.us	Name: Crystal Merica, Dispersed Rec Address: 1400 Independence Ave, SW Mailstop 1125 City, State, Zip: Washington, DC 20250 Telephone: 202-205-3562 FAX: 703-605-5131 Email: ckmerica@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement WWA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If WWA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds WWA has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or WWA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To WWA, at WWA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or WWA from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of WWA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of WWA's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for WWA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted



and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WWA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WWA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.



If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. WWA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WWA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through WWA at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

MARK MENLOVE, Executive Director
Winter Wildlands Alliance

3/13/14

Date

JOEL MEADE, Director
U.S. Forest Service, RHVR

3.24.14

Date



The authority and format of this agreement have been reviewed and approved for signature

3/11/14

WILLIS S. MITCHELL

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.