

# **MEMORANDUM OF UNDERSTANDING**

**between**

**USDA FOREST SERVICE**

**and**

**WINTER WILDLANDS ALLIANCE**

04-MU-11132424-098

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the Winter Wildlands Alliance, hereinafter referred to as WWA.

## **A. PURPOSE**

The purpose of this MOU is to 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. Such programs, projects and activities compliment the respective missions of the Forest Service and WWA.

## **B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service is responsible for the management of federal national forests and grasslands 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 variety of individual activists and local grassroots groups and serves as their voice concerning public lands issues. WWA's mission is to foster appropriate land use management on federal and non-federal lands for winter recreation purposes.

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 when it is found to be mutually beneficial by both parties.

**C. THE FOREST SERVICE SHALL:**

1. 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.
2. 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.
3. 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 local chapters and affiliates of the WWA to assess recreational needs and access opportunities for non-motorized winter recreationalists.
4. 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 and consider potential solutions to improve access to such areas, or alternative areas.
5. In accordance with The Federal Advisory Committee Act, include and utilize the WWA's technical expertise 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.
6. 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.
7. Provide information on completing Job Hazard Analyses and conducting safety training sessions for BCM activities on National Forest System lands.

**D. WWA SHALL:**

1. 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.
2. 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.
3. Encourage its local members and affiliates to provide leadership, services, 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.
4. Assist in making information and educational programs available to the public regarding ski and snowshoe safety, ethics and the availability of non-motorized winter recreation opportunities on federal and non-federal lands.
5. Make information and technical knowledge gathered under WWA research programs available to the Forest Service and other interested parties.
6. Complete Job Hazard Analyses for BCM 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.

**E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or WWA from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the FS and WWA and shall remain in effect for five years from the date of execution. This MOU may be amended upon written request of either the FS or WWA and the subsequent written concurrence of the other(s). Either the FS or WWA may terminate this MOU with a 60-day written notice to the other(s).

4. **RESPONSIBILITIES OF PARTIES.** The FS and WWA and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
David G. Holland, Director	Sally Grimes, Executive Director
Recreation, Heritage, and Wilderness Resources	Winter Wildlands Alliance
USDA Forest Service	
RH&WR (4CEN Yates)(1125) 1400 Independence Ave., S.W. Washington, D.C. 20250-1125	910 Main Street, Suite 235 Boise, Idaho 83702
Phone: 202-205-1706	Phone: 208-336-4203
FAX: 202-205-1145	FAX: 208-336-0648
E-Mail: dgholland@fs.fed.us	E-Mail: sgrimes@winterwildlands.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Dispersed Recreation Program Manager	Sally Ferguson, Grassroots Programs Manager
USDA Forest Service	
RH&WR (4CEN Yates)(1125)	
1400 Independence Ave., S.W. Washington, DC 20250-1125	910 Main Street, Suite 235 Boise, Idaho 83702
Phone: 202-205-1313	Phone: 208-386-9227
FAX: 202-205-1145	FAX: 208-336-0648
E-Mail:	E-Mail: sferguson@winterwildlands.org

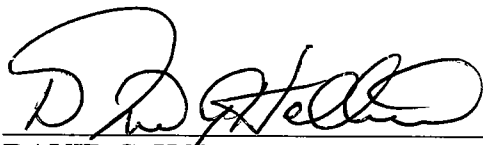
The local contact persons for FS are District Rangers, who may enter into subsequent agreements and partnerships as needed at the local levels to accomplish portions of this MOU.

6. **NON-FUND OBLIGATING DOCUMENT:** Nothing in this MOU shall obligate either the FS or WWA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the FS and WWA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statues and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

8. AUTHORIZED REPRESENTATIVES. By signature below, WWA certifies that the individuals listed in this document are representatives of WWA and are authorized to act in their respective areas for matters related to this agreement.

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



DAVID G. HOLLAND  
Director, Recreation, Heritage, and Wilderness Resources, Forest Service

4/9/04

Date



SALLY GRIMES  
Executive Director, Winter Wildlands Alliance

4/9/04

Date

CC: Grants & Agreements/WO