

SERVICEWIDE MEMORANDUM OF UNDERSTANDING

Between

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

And

UNITED FOUR WHEEL DRIVE ASSOCIATIONS, INC

03-SU-1 1132424-063

This Memorandum of Understanding (MOU) is made and entered into between the U.S. Department of Agriculture, Forest Service, hereinafter referred to as FS, and the United Four Wheel Drive Associations, Inc. hereinafter referred to as UFWDA.

A. PURPOSE

The purpose of this MOU is to continue to develop and expand a framework of cooperation upon which mutually beneficial programs, training, and other motorized activities may be planned and accomplished on National Forest System (NFS) lands by the FS and UFWDA working cooperatively at the national, regional, and local level within a parameter of a special use permit incorporating specifics of this MOU. Such programs and activities complement the FS mission and are in the best interests of the public.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The FS is a land management organization dedicated to the management of NFS lands for a variety of uses and activities including outdoor recreation. The FS is interested in providing a variety of motorized and non-motorized recreation opportunities that are environmentally sensitive, safe, educational, and support community objectives that contribute to local and regional economies and quality of life.

UFWDA is a national organization with members throughout the United States and Canada. Many of these individuals enjoy recreation opportunities on public lands, UFWDA members have a history of and ongoing participation with the Federal managers of these public lands. The FS is a major source of these recreational opportunities and has benefited from their participation..

There is a need to actively promote public-private partnerships that encourage safe responsible use of public lands by visitors participating in Off-Highway Vehicle (OHV) travel and activities. Both the FS and UFWDA share the common responsibility and interest of disseminating information to the public regarding safety, conservation, recreation and natural resource activities as they relate to OHV use and responsible land use ethics as exemplified by the Tread Lightly! program. UFWDA desires to conduct educational programs on national forest lands, which provide operators of OHV's with conditions, terrain, and potential hazards, which they are likely to encounter when participating in OHV recreation activities.

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

C. THE FS SHALL:

1. Work with UFWDA and its affiliate organizations to identify appropriate partnership opportunities (trail projects, administrative studies; education programs, etc.) and jointly pursue such projects together with the recreation and trail community and FS districts nationwide, contingent upon availability of funds and personnel and subject to compliance with applicable federal law, regulations, Forest Plans or other FS management direction.

2. Encourage local FS officials to participate with UFWDA office staff, representatives, affiliate organizations and members in the development of mutually beneficial work projects and educational activities.
3. Where appropriate, make UFWDA information available to the public regarding the development and presentation of educational materials related to responsible recreational land-use and ethics, trail construction and maintenance, and the availability of recreational opportunities on NFS lands.
4. Make NFS lands available, for recreation related activities, subject to applicable Federal laws, regulations, Forest Plans and other management direction.
5. In accordance with The Federal Advisory Committee Act, include and utilize UFWDA and its affiliates' technical expertise in developing FS programs and management as they relate to recreation use.
6. Work with UFWDA and its affiliate organizations to identify and pursue funding opportunities for facilities, trail improvement and maintenance from sources outside of federal appropriations and programs, such as state sponsored grant programs or private grant programs, subject to compliance with applicable federal laws and regulations,

D. UFWDA SHALL:

1. Work with the FS to identify appropriate-partnership opportunities (trail projects, administrative studies, education programs, etc.) and jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between recreational users, public agencies, and the general public.
2. Develop and maintain a communication network for contacting recreationists through a system of local, state and regional UFWDA organizations.
3. Provide technical assistance to land managers and communities involved in recreational projects, educational activities, opportunities, and management
4. Maintain a database and library of publications related to UFWDA activities that can be made available to the public.
5. Provide training and instructions to its members and the public when appropriate. Use Tread Lightly!, and other OHV use ethics programs, and encourage the incorporation of these programs in all activities.

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 the Cooperator(s) 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 Department of Agriculture and UFWDA and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or UFWDA and the subsequent written concurrence of the other(s). Either the Department of Agriculture or UFWDA may terminate this MOU with a 60-day written notice to the other(s).

4. RESPONSIBILITIES OF PARTIES. The Department of Agriculture and UFWDA 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:

Dispersed Recreation Program Manager	Carla Boucher, Attorney
US DA Forest Service	United Four Wheel Drive Associations, Inc.
RH&WR (4CEN Yates)	
P.O. Box 96090	P.O. Box 15696
Washington, D.C. 20090-6090	Chesapeake, VA 23328
Phone: 202-205-1313	Phone: 757-482-4474
Fax: 202-205-1145	Fax:
E-mail: jbmiller01@fs.fed.us	E-mail: ccboucher@cox.net

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 Department of Agriculture or UFWDA 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 Department of Agriculture and UFWDA 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 statutes 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.


THE PARTIES HERERTO, have executed this instrument.



DAVID HOLLADAY
Director, Recreation, Heritage and Wilderness Resources,
USDA Forest Service

4/9/03

Date



WAYNE GROOM
President, United Four Wheel Drive Associations, Inc.

February 12, 2003

Date

CC: Grants & Agreements, WO