# Appendix D

BLM, Idaho State Office **BLM ID-MOU-06-08** USDA, Forest Service **11-MU-11046000-003**
BOR, Pacific Northwest Region **R11MU1S706**
FWS, Idaho Fish and Wildlife Office **14420-1-MOU1**

**MEMORANDUM OF UNDERSTANDING**
Between
THE STATE OF IDAHO
IDAHO DEPARTMENT OF PARKS AND RECREATION
IDAHO DEPARTMENT OF COMMERCE
IDAHO DEPARTMENT OF FISH AND GAME
IDAHO TRANSPORTATION DEPARTMENT
IDAHO STATE DEPARTMENT OF AGRICULTURE
IDAHO OUTFITTERS AND GUIDES LICENSING BOARD
and the
IDAHO RV CAMPGROUNDS ASSOCIATION, INC.
and the
IDAHO RECREATION AND PARKS ASSOCIATION
and the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, IDAHO STATE OFFICE
BUREAU OF RECLAMATION, PACIFIC NORTHWEST REGION,
SNAKE RIVER AREA OFFICE
FISH AND WILDLIFE SERVICE, IDAHO FISH AND WILDLIFE OFFICE
NATIONAL PARK SERVICE
and the
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE
INTERMOUNTAIN REGION (R-4)
NORTHERN REGION (R-1)
PACIFIC NORTHWEST REGION (R-6)
and the
REGENTS OF THE UNIVERSITY OF IDAHO
regarding
**Idaho Recreation and Tourism Initiative (IRTI)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the following State of Idaho Departments: the Idaho Department of Parks and Recreation (IDPR), the Idaho Department of Commerce (IDC), the Idaho Department of Fish and Game (IDFG), the Idaho Transportation Department (ITD), the Idaho Department of Agriculture (ISDA), and the Idaho Outfitters and Guides Licensing Board (IOGLB), hereinafter referred to collectively as the State; the Idaho RV Campgrounds Association, Inc. hereinafter referred to as the IRVCA; the Idaho Recreation and Parks Association, hereinafter referred to as the IRPA; the United States Department of the Interior, Bureau of Land Management, Idaho State Office, hereinafter referred to as the BLM, the United States Department of the Interior, Bureau of Reclamation, Pacific Northwest Region, Snake River Area Office, hereinafter referred to as Reclamation, the United States Department of Interior, Fish and Wildlife Service, Idaho Fish and Wildlife Office, hereinafter referred to as the FWS, the United States Department of the Interior, National Park Service, Pacific Northwest Region, hereinafter referred to as the NPS; and ten National Forests of Idaho (four in the Northern Region [Bitterroot, Clearwater, Idaho Panhandle, and Nez Perce National Forests], five in the Intermountain Region [Boise, Caribou-Targhee, Payette, Salmon-Challis, and Sawtooth National Forests], and one in the Pacific Northwest Region [Wallowa-Whitman National Forest]), United States Department of Agriculture Forest Service,

hereinafter referred to collectively as the Forest Service; the Regents of the University of Idaho, a public corporation, state educational institution, and body corporate and politic organized and existing under the Constitution and laws of the state of Idaho, hereinafter referred to as University; collectively, the foregoing hereinafter referred to as the Parties. This MOU supersedes the Memorandum of Understanding, dated August 24, 2006.

## I. PURPOSE:

The purpose of this MOU is to document a framework of cooperation between the aforementioned Parties as the Idaho Recreation and Tourism Initiative (IRTI). The Parties agree that it is to their mutual benefit and interest to work cooperatively in the attainment of recreation and tourism goals that are shared by multiple state and federal agencies and private organizations within the State of Idaho. These common recreation and tourism goals include the following:

A. Developing and disseminating recreation and tourism information to the public.
B. Coordinating, promoting, and developing recreation and tourism opportunities, products, and events.
C. Facilitating communication and information exchange among the signatory agencies with regard to recreation and tourism in the State of Idaho.
D. Sharing use of existing facilities where appropriate and efficient.
E. Cooperating in the collection of data and conducting research related to recreation and tourism in the State of Idaho.

The IRTI projects will benefit and enhance the public's use and enjoyment of public lands through enhanced interagency recreation planning and coordination efforts and with the production of educational and informational campaigns and publications and electronic media for the public, such as brochures, maps, CDs, and websites.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

It is in the common interest to all Parties to this MOU to cooperate in the pursuit and achievement of the following desired results of this cooperative endeavor:

A. Provide high-quality visitor experiences at all Idaho recreation sites regardless of managing agency.
B. Improve the media and quality of recreation and tourism information available to the public.
C. Increase capabilities for coordinating, promoting, and developing recreation and tourism opportunities, products, and events through cooperative efforts and the sharing of resources and facilities.
D. Develop recreation and tourism management and marketing strategies in coordinated, cooperative efforts.
E. Increase efficiency and effectiveness of management of recreation and tourism resources by all of the participating public agencies.
F. Increase and improve environmental and outdoor recreation education opportunities across the State of Idaho.

G. Develop and promote programs and public awareness of opportunities that support the improvement of human health through involvement in outdoor recreation.
H. Increase knowledge of recreation and tourism resources, and of resident and non-resident recreation patterns, trends, and demand throughout the State of Idaho.

This cooperative effort will achieve better management of recreation resources in the State of Idaho while improving working relationships between the Parties and the public.

## III. EACH PARTY SHALL:

A. Agree to the formation of an IRTI Steering Committee (Steering Committee), composed of the designated representative from each of the Parties, to provide expertise and oversight to recreation project proposals developed cooperatively through IRTI.

B. Designate a key contact or a representative to serve on the Steering Committee.

C. Recognize that each party to the MOU retains the primary responsibility and management discretion for lands under its jurisdiction.

D. Enter into separate arrangement(s) to implement management activities identified in the IRTI annual budget and operating plan. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost Share Agreements, Participating Agreements, Volunteer Agreements, Assistance Agreements, Cooperative Agreements, grants, and procurements.

## IV. IDPR SHALL:

A. Provide overall support for activities pertinent to the operation of the IRTI Steering Committee, including hosting the IRTI coordinator position by supplying office space, telephone, computer, payroll processing, and travel processing; supplying meeting facilities; providing documentation, compilation, and web-posting services for Steering Committee documents including meeting minutes, accomplishment reports, brochures, news releases, and articles produced through Steering Committee direction for the purpose of providing the public information concerning recreation resources, opportunities, and activities in the State of Idaho. This paragraph only documents the contemplated framework for coordination for activities pertinent to the operation of the Steering Committee and does not impose any legally enforceable obligation of any kind on IDPR.

## V. FOREST SERVICE SHALL:

A. Agree that the Forest Supervisor, Boise National Forest is authorized to sign documents relating to this MOU and supplemental agreements/instruments that implement Steering Committee-approved activities listed in the annual IRTI operating plan and budget on behalf of the three Regions, Idaho National Forests, Bitterroot National Forest in Montana, and the Wallowa-Whitman National Forest in Oregon after appropriate concurrence from participating Parties.

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

A. The IRTI Steering Committee shall meet on a regular basis to discuss the recreation and tourism initiative; jointly develop ideas, projects, and guidelines; coordinate activities; exchange information regarding recreation resources within the State of Idaho; identify recreation issues which require further study, review, and resolution; and implement approved activities from the annual IRTI budget and operating plan.

B. An annual IRTI budget and operating plan will be prepared by the IRTI Steering Committee. The plan will include projects and activities, accepted by Steering Committee consensus, that support the attainment of the common recreation and tourism goals of the IRTI.

C. The Parties can propose projects for funding under separate agreements/instruments (see III.D. above and VI.P. below) that support IRTI goals and objectives for consideration by the IRTI Steering Committee. The annual IRTI budget and operating plan will list each IRTI project that has been accepted by the IRTI Steering Committee. The IRTI Steering Committee will designate a party as the "Fund Manager" for each project. Individual contribution levels for each IRTI project will be at each of the party's discretion.

D. Fund Manager responsibilities shall include the following:
   1. Invoicing contributing Parties for their shares of project funding based on the approved annual IRTI Budget and Operating Plan, under supplemental agreements/instruments (see III.D. above and VI.P. below). It is imperative that the Fund Manager agencies invoice the Parties early in the fiscal year.
   2. Tracking and dispersing funds for projects for which it is the designated Fund Manager and as described in the annual IRTI Budget and Operating Plan.
   3. Implementing or coordinating the implementation of the project(s) for which funds have been collected.

E. An IRTI annual accomplishment report will be prepared each calendar year describing the project or activity accomplishments for the prior year. The lead party for a project or activity will prepare the accomplishment narrative and the IRTI Coordinator will compile the report with publishing support from IDPR.

F. The participating Federal agencies may allow the State to use facilities, written materials, pictures, and other items in support of the attainment of the common recreation and tourism goals of the IRTI. If needed, implementation of this provision will be covered under separate instruments executed between the affected parties for the purpose of authorizing these activities.

G. The activities performed under this MOU shall be subject to the laws of the United States governing the participating Federal agencies and their rules and regulations, whether now in force or hereafter enacted or provided. The mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulations, and control by the participating Federal agencies.

H. The activities performed under this MOU shall be subject to the laws of the State of Idaho governing the participating State agencies and to their rules and regulations, whether now in force or hereafter enacted or provided.; The mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulations, and control by the participating state agencies.

I. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

| *IDPR Project Contact* | *IDC Project Contact* |
|---|---|
| **Rick Just**<br>Chief, Comprehensive Planning<br>Idaho Department of Parks and Recreation<br>5657 Warm Springs Avenue P.O. Box 83720 Boise, ID 83720-0065<br>**Phone**: 208.334.4180<br>**FAX**: 208.334.3741<br>**Email**: rick.just@idpr.idaho.gov | **Karen Ballard**<br>Administrator, Idaho Division of Tourism<br>Idaho Division of Tourism<br>P.O. Box 83720<br>Boise, ID 83720-0093<br>**Phone**: 208.334.2470<br>**FAX**: 208.334.2631<br>**Email**: karen.ballard@tourism.idaho.gov |
| *IDFG Project Contact* | *ITD Project Contact* |
| **Mike Keckler**<br>Chief, Bureau of Communications<br>Idaho Department of Fish and Game<br>600 S. Walnut, P.O. Box 25<br>Boise, ID 83707<br>**Phone**: 208.297.2870<br>**FAX**: 208.334.3741<br>**Email**: mike.keckler@idfg.idaho.gov | **John Krause**<br>Idaho Scenic Byways Program Manager<br>Idaho Transportation Department<br>P.O. Box 7129<br>Boise, ID 83707-1129<br>**Phone**: 208.334.8292<br>**FAX**: 208.334.4424<br>**Email**: john.krause@itd.idaho.gov |
| *IOGLB Project Contact* | *IRVCA Project Contact* |
| **Jake Howard**<br>Executive Director<br>Idaho Outfitter and Guide Licensing Board<br>1365 N. Orchard, Room 172<br>Boise, ID 83706<br>**Phone**: 208.327.7380<br>**FAX**: 208.327.7382<br>**Email**: jake.howard@oglb.idaho.gov | **Anne Chambers**<br>Executive Director<br>Idaho RV Campgrounds Association<br>P.O. Box 7841<br>Boise, ID 83707<br>**Phone**: 208.345.6009<br>**FAX**: 208.368.6600<br>**Email**: anne@rvidaho.org |

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J. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.

K. NON-LIABILITY 2. The Parties do not assume liability for any third party claims for damages arising out of this instrument.

L. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Parties 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 the Parties, at each Parties' address shown in the MOU or such other address designated within the MOU.

M. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

N. ENDORSEMENT. Any of Parties' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Parties' products or activities.

O. ENDORSEMENT 2. Any of Parties' contributions made under this MOU do not by direct reference or implication convey endorsement of any other Parties' products or activities.

P. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU requires or authorizes any of the Parties to obligate or transfer funds.

Specific projects or activities that involve the transfer of funds, services, or property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon the numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; agency and cooperator's 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 instrument 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 instrument, 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 instruments must comply with all applicable law.

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

Q. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Parties 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 prior to use of the insignia.

R. USE OF PARTIES' INSIGNIAS/LOGOS. In order for the Parties to use each others' insignias or logos on any published media, such as a Web page, printed publication, or audiovisual production, the specific Party's Principal Contact for this MOU must agree.

S. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

T. 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 excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

U. IDAHO PUBLIC RECORDS LAW. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Idaho Public Records Law (Idaho Code 9338).

V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Parties are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. The Parties may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Parties are requested to provide copies of notices or announcements to the U.S. Forest Service Principal Contact and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Parties shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

X. ACKNOWLEDGEMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Parties shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The participating parties 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."***

Z. 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 or GOVs when driving on official Government business or when performing any work for or on behalf of the Government.

AA. TERMINATION. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

BB. DEBARMENT AND SUSPENSION. The Parties 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 the Parties 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.

CC. 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.

DD. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the BLM, Forest Service, FWS, IRVCA, IRPA, NPS, Reclamation, the State, and University, and shall remain in effect for five years from the date of execution. This MOU may be extended or modified upon written request of the BLM, Forest Service, FWS, IRVCA, IRPA, NPS, Reclamation, the State, or University and the subsequent written concurrence of the others. The BLM, Forest Service, FWS, IRVCA, IRPA, NPS, Reclamation, the State, or University may terminate their participation in this MOU with a 60-day written notice to the others. The Parties agree to meet prior to the termination notice setting forth the reasons for such action.

EE. 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.

**Signature pages are not included in order to save space.**