

**Memorandum of Understanding  
TO PROMOTE TRAILS TRAINING AND  
TRAILS RESOURCE INFORMATION EXCHANGE  
among**

United States Department of Agriculture  
Forest Service

United States Department of the Army  
Corps of Engineers

United States Department of Health and Human Services  
Centers for Disease Control and Prevention

United States Department of the Interior  
Bureau of Land Management  
National Park Service  
U.S. Fish and Wildlife Service

and

United States Department of Transportation  
Federal Highway Administration

**Background and Purpose**

A network of trails of all types spans the United States. These trails provide great satisfaction and inspiration to U.S. citizens and international visitors. Such trails are found on Federal lands, State and local government lands, and on private lands, accommodating many types of visitors and uses. Some are officially designated by law, others were developed and exist without formal recognition. Many are managed through public/private partnerships involving volunteers.

The purpose of this Memorandum of Understanding (MOU) is to encourage a voluntary association of Federal agencies to work together in the development of a full range of coordinated training opportunities and resource information for agency staff and partners to responsibly manage all types of trails throughout America. For the purposes of this Agreement, trail management includes planning, protection, design, enhancements, construction, interpretation, preservation, and maintenance. With improved skills through training and information services, Federal and State staff, volunteers, and other partners will be better able to manage this rich heritage of trails of all kinds, in ways that will minimize their impact on the environment and maximize responsible recreational enjoyment.

The signatories agree to collaborate on the promotion of high quality trail training opportunities in order to foster trails that are managed appropriately within the mandates of the Federal land management agencies. They share a vision that opportunities for trails training and resource information should be readily accessible to widely foster the knowledge and skills necessary for high quality trails of all kinds. Such training must address public needs and desires – as well as relevant environmental, economic, and social considerations.

This MOU encourages (but does not require) that the signatories participate on a voluntary basis, to the extent permitted by law, with the National Trails Training Partnership (NTTP), whose goals and mission closely parallel those in this Agreement. The NTTP is a voluntary association of Federal, State, and local agencies, and nonprofit national trail organizations formed to improve the range of skills and training available to enhance America's national system of trails. It is convened by the nonprofit group called American Trails, headquartered in Redding, California. Much of the work described in this MOU will occur as a function of the Federal Interagency Council on Trails, an interagency forum established in 1969 in which all of the signatory agencies participate.

### **Authorities**

This MOU is made and entered into among the USDA Forest Service (USDA-FS), the U.S. Army Corps of Engineers (COE), the Centers for Disease Control and Prevention (CDC), the Bureau of Land Management (BLM), National Park Service (NPS), U.S. Fish and Wildlife Service (FWS), and the Federal Highway Administration (FHWA), by authority of the:

- Federal Land Policy and Management Act of 1976, (43 U.S.C. 1732(b) and 1737),
  - National Conservation Recreational Areas Act (16 U.S.C. 460k-k3),
  - National Forest Management Act of 1976 (16 U.S.C. 1600) (note).
  - National Trails System Act of 1968, as amended (16 U.S.C. 1241-1251),
  - National Wildlife Refuge System Act (16 U.S.C. 668dd-ee), and
  - Outdoor Recreation Coordination Act of 1963, as amended (16 U.S.C. 4601-1(f)(1)).
- Executive Order 13195, Trails for America in the 21<sup>st</sup> Century

This last authority, EO 13195, updates the role and function of the Federal Interagency Council on Trails and specifically enjoins Federal agencies involved in trails to provide "training and information services to provide high-quality information and training opportunities to Federal employees, Tribal, State and local government agencies, and other trail partners."

## Statement of Work (Tasks)

The parties to this MOU will:

1. Explore ways to work together to foster broad collaboration and leadership in enhancing and making trail training opportunities and resource information available.
2. Identify existing training opportunities and share training materials, curricula, and other trails-related information and expertise, both internally and externally as appropriate.
3. Strive to increase the number of trail-related training opportunities in each agency's ongoing training and career development programs.
4. Coordinate and disseminate timely and accurate information about existing trail-related opportunities nationwide through mediums such as a web-based clearinghouse and related resources and materials. For such websites and related services, the parties to this MOU shall provide ongoing review and comment to ensure that the websites conform to Federal regulations regarding access for persons with disabilities, unauthorized use of logos and insignia, and other related matters.
5. Identify trail skills experts willing to share their experience.
6. Develop and provide informational materials for symposiums, conferences, or other events to further the goals of this MOU.
7. Conduct needs assessments, as needed, to determine what skill subjects are most in demand, comparing such information to existing opportunities, and determining where training gaps may exist, such as for National Historic Trails.
8. Establish a list of trails-related competencies, identifying basic skills, abilities, and knowledge needed to raise the levels of professional or volunteer skill development.
9. Identify unmet training needs, striving to encourage the development of seamless or collaborative training opportunities to meet these needs, cutting across traditional public or private physical and social jurisdictions or boundaries, as appropriate.
10. Work together to raise the visibility, awareness, appreciation, and support of trails training by Federal agencies.
11. Hold one or more meetings per year, or as otherwise needed on a voluntary basis.
12. Work with related programs, agencies, and organizations that are not signatories to this MOU to encourage their memberships or staffs to take advantage of these opportunities and support this effort.

## General Provisions

1. Additional Signatories. Additional Federal agencies may be added to this MOU with the concurrence of all the parties to the MOU. Concurrence may be given in writing, including e-mail; or by vote of the parties at a meeting of the parties. When accepted,

the addition of a Federal agency or agencies will be effected by attaching to the MOU a signature page with the Agency representative's dated signature.

2. Amendments. This MOU may be modified or amended upon written request of any party to the MOU and with the concurrence of all the parties to the MOU. Concurrence may be given in writing, including by e-mail; or by vote of the parties at a meeting of the parties. If approved, the modification or amendment will be effected by attaching the document with the change, including the date of the approval, to the MOU.

3. Effective Date/Renewal. This agreement shall become effective as of the date of the last signature of the agencies listed below. This date will be the renewal date. The MOU will be effective for a period of five years, when it may be renewed for additional 5 year periods. Renewal is effected by attachment of the signed and dated renewal signature page to the MOU.

4. Early Termination. Any of the parties, in writing to all of the other signatories, may withdraw from this instrument in whole or in part at any time before the date of expiration.

5. Non-Fund Obligating and Non-Binding Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Nor does this MOU obligate any party or the United States to spend funds on a particular project or purpose, even if the funds are available. Specifically, this Agreement does not establish authority for any non-competitive award to a party of any contract. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

6. No Right of Action. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity, by a party against the United States, its agencies, its offices, or any person.

7. Restriction for Members of Congress. Pursuant to 41 U.S.C. 22, no member of Congress shall be admitted to any share or part of this Agreement, or any benefits that may arise therefrom.

8. Participation in Similar Activities. This Agreement in no way restricts any signatory from participating in similar activities with other public or private agencies, organizations, and individuals.

9. Management Responsibility. Nothing in this Agreement abrogates the responsibility of any Federal land managing agency to manage its trail resources according to the agency's governing laws, rules, and regulations.

10. Freedom of Information Act (FOIA). Any information furnished to the parties under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

11. Federal Advisory Committee Act (FACA). The parties will comply with the Federal Advisory Committee Act to the extent it applies.

## **OFFICIAL CONTACTS**

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Centers for Disease Control and Prevention, Physical Activity and Health Branch --  
John Librett, 770-488-5018, fax 770-488-5473, jibrett@cdc.gov.

Bureau of Land Management -- Mark Goldbach, Outdoor Recreation Planner, 202-452-  
5176, fax 202-452-7709 mark\_goldback@blm.gov and

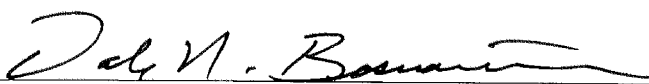
Deb Salt, , 909-680-1560, fax 909-683-5984, deb\_salt@blm.gov

National Park Service -- Steve Elkinton, 202-354-6938, fax 202-371-5179,  
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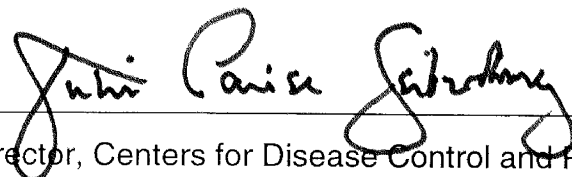
U.S. Fish and Wildlife Service -- Nathan Caldwell, 703-358-2205, fax 703-358-2248,  
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USDOT Federal Highway Administration -- Christopher Douwes, 202-366-5013, fax  
202-366-3409, christopher.douwes@fhwa.dot.gov


Approvals

  
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Chief, USDA Forest Service (02-MU-11132424-047)

6/8/04  
Date

  
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Director, Centers for Disease Control and Prevention


SEP 30 2004  
Date

  
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Chief, U.S. Army Corps of Engineers

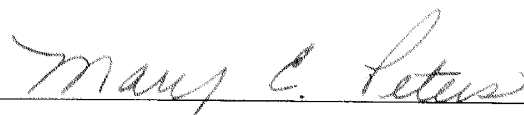
8/6/04  
Date

  
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Director, Bureau of Land Management


2/25/04  
Date

  
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Director, National Park Service

5/2/04  
Date

  
\_\_\_\_\_  
Administrator, Federal Highway Administration

7/21/04  
Date

  
\_\_\_\_\_  
Director, U.S. Fish and Wildlife Service

5/25/04  
Date