

FS Agreement No. 16MU-1113-2424-141

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
AMERICAN COUNCIL OF SNOWMOBILE ASSOCIATIONS
and the
INTERNATIONAL SNOWMOBILE MANUFACTURERS ASSOCIATION
And The
USDA, FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the American Council of Snowmobile Association (ACSA), International Association of Snowmobile Administration (ISMC), and the International Snowmobile Manufacturer Association (ISMA), hereinafter referred to as "Cooperators," and the United States Department of Agriculture (USDA), Forest Service, Washington Office, hereinafter referred to as the "U.S. Forest Service."

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to actively promote public-private partnership that encourage responsible use of public land by visitors participating in over-snow travel and recreational activities. The purpose of this MOU is to establish a general framework of cooperation upon which mutually benefits programs, work projects, and snowmobile activities may be planned and accomplished on National Forest System lands. Such programs, projects and activities complement the FS mission and are in the best interests of the public in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FS is a land management organization dedicated to the wise management of the Nation's natural resources for a variety of uses and activities, including outdoor recreation, and is interested in providing over-snow opportunities that are environmentally sensitive, educational, enjoyable, and provide economic stimulus.

The Cooperators represent the organized snowmobiling public/industry and are recognized leaders in establishing snowmobile ethics, safety standards, volunteerism, and fostering appropriate land use management on Federal and non-Federal lands. The Cooperators may desire to use National Forest System lands for recreational purposes, provide support, and volunteer labor to the FS accomplishment of mutually beneficial projects or activities.

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

**III. COOPERATORS SHALL:**

- A. Provide technical assistance to land manager and communities involved in work projects, educational activities, and snowmobile opportunities.
- B. Encourage its members to work with local FS officials to discuss and identify opportunities for cooperative work on mutually beneficial project or activities.
- C. Promote Tread Lightly! Ethics by providing training and instruction's to its members.
- D. Use the name "USDA Forest Service" when referring to the Forest Service and submit to the Forest Service for approval, prior to production, the final layout of all promotional materials which use the Forest Service's name and insignia, any employee by name or title, or this agreement, as requested by the Travel Management Program Manager, Recreation, Heritage, and Volunteer Resources staff.
- E. Not publicize, or otherwise circulate, material (such as advertisements, sales brochures, press release, speeches, still and motion pictures, articles, manuscripts or other publications, including world wide web sites or other social media sites) which states or implies Governmental, Department, Agency, or Government employee endorsement of a Cooperator product, service, or position. No release of information relating to this agreement may state or imply that the Government considers a special Cooperator's work product or service to be superior to other products and services.
- F. Complete Job Hazard Analyses for Cooperator project activities on National Forest System lands and conduct safety training sessions prior to each individual project activity. These sessions will review hazards anticipated and measure that should be taken to reduce the hazard.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide the Cooperators information regarding the development and presentation of training materials related to snowmobile safety and ethics, management direction guidance and the availability of snowmobiling opportunities on National Forest System lands.
- B. Encourage local FS officials to participate with snowmobile club and associations in the development of mutually beneficial work project, educational activities, and snowmobile opportunities.



- C. Make National Forest System land available for the furtherance of this MOU, subject to applicable Federal laws, regulations, Forest plans, and other management direction.
- D. Provide information on completing Job Hazard Analyses and conduction safety training sessions for Cooperator project activities on National Forest System lands.

V. 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 Program Contact
Name: Christine Jourdain American Council for Snowmobile Associations Address: 271 Woodland Pass City, State, Zip: East Lansing, MI 48823 Telephone: 517.351.4362 FAX: 517.351.1363 Email: Cajourdain@aol.com	Name: Ed Klim International Snowmobile Manufacturers Association Address: 1640 Haslett Road, Suite 170 City, State, Zip: Haslett, MI 48840 Telephone: 517.339.7788 FAX: 517.339.7798 Email: eklim@aol.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Chris Spurl Address: 1400 Independence Ave., S.W. City, State, Zip: Washington, DC 20250 Telephone: 303.275.5168 FAX: 303.275.5407 Email: cfspurl@fs.fed.us	Name: Crystal Merica Address: 1400 Independence Ave., S.W. City, State, Zip: Washington, DC 20250 Telephone: 202.205.3562 FAX: 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 Cooperators 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 debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators 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 Cooperators 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 Cooperators, at Cooperator'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 Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators 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 Cooperators 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. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperators is/are



encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" Recreation, Heritage and Volunteer Resources of the U.S. Forest Service, Department of Agriculture, Travel Management program is interested in providing a variety of motorized recreation opportunities that are environmentally sensitive, educational, and support community's objectives that contribute to local and regional economies and quality of life."

Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperators is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

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

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators 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."

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



- P. DEBARMENT AND SUSPENSION. Cooperators 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 Cooperators 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.
- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 15, 2021 at which time it will expire.
- S. 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.

BOB KIRCHNER, President
American Council of Snowmobile Associations

APRIL 18, 2016

Date

ED KLIM, President
International Snowmobile Manufacturers Association

April 15, 2016

Date

for JOE L. MEADE, Director for Recreation, Heritage
and Volunteers Resources
U.S. Forest Service, Washington Office

April 18, 2016

Date



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

JACQUELINE HENRY

Digitally signed by JACQUELINE HENRY
DN: c=US, o=US Government, ou=Department of
Agriculture, cn=JACQUELINE HENRY,
092342192003010011=12001000001856
Date: 2016.03.28 16:52:54 -0400

3/28/2016

JACKIE HENRY

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.