

D R A F T J U N E 1 4 , 2 0 0 0

**MEMORANDUM OF UNDERSTANDING
FOR THE
*ADMINISTRATION AND MANAGEMENT OF
NATIONAL HISTORIC AND NATIONAL SCENIC TRAILS***

AMONG THE

**U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT,
NATIONAL PARK SERVICE,**

AND THE

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

AND THE

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

I. BACKGROUND

America's network of National Historic and National Scenic Trails commemorates this nation's rich natural and cultural heritage. Each trail represents a mosaic of partnerships among citizens, landowners, trail users and public agencies at the national, tribal, state, county and local level. Since passage of the National Trails System Act in 1968, the Bureau of Land Management (hereinafter "BLM"), the USDA Forest Service (hereinafter "FS"), and the National Park Service (hereinafter "NPS") have become administrators of one or more of these trails. Federal transportation funds administered through the Federal Highway Administration ("FHWA" hereinafter) became a major funding source for trails and trail-related projects after legislation passed in 1991.

The National Trails System Act of 1968, as amended, identifies four types of national trails: scenic, historic, recreation, and side/connecting. This Agreement addresses only the national historic and national scenic trails. For the purposes of this Agreement, these two trail types will henceforth be referred to as the "National Trails".

II. AUTHORITIES

This Agreement is entered into under the authorities of the National Trails System Act of October 2, 1968 (16 U.S.C. 1241-51) as amended, the Federal Land Management and Policy Act of 1976 (43 U.S.C. 1701 et. seq.) as amended, the Government Performance and Results Act of 1993, (31 U.S.C. 1101), and the National Park Service Director's Order No. 45-1.

III. PURPOSES AND PRINCIPLES

This Agreement encourages long-term interagency coordination and cooperation to further the spirit and intent of the National Trails System Act (hereinafter referred to as “the Act”) by preserving and strengthening the management, protection, interpretation, and funding of those lands and resources associated with the National Trails. The signatories to this Agreement pledge to carry out the full administrative and management responsibilities of the Act with an emphasis on quality service and efficient and effective expenditure of Federal funds through cooperation among the Federal agencies involved. In addition, they pledge to improve and make more efficient this Federal-level partnership by adhering to the following principles:

A. VISITOR SATISFACTION

Current and future visitors to national trails will be provided with opportunities to seek an enjoyable and memorable trail experience, regardless of jurisdiction.

B. ADMINISTRATION

Each National Trail, established by law, is assigned for administration to a specific Federal agency by either the Secretary of the Interior or the Secretary of Agriculture. Subject to available funding, the administering agency exercises trail-wide responsibilities under the Act for that specific trail. Such responsibilities include coordination, planning, marking, certification, resource preservation and protection, interpretation, cooperative / interagency agreements, and limited financial assistance to other cooperating government agencies, landowners, interest groups, and individuals. Each National Trail has its own unique pattern of land ownership and, at times, the administering Federal agency may manage little or no land along the trail.

C. MANAGEMENT

On-the-ground management of lands along each national trail is carried out by private landowners, government land managing agencies, and other organizations which have ownership jurisdiction. These responsibilities may include inventorying of resources and mapping, planning and development of trail segments or sites, provision of appropriate public access, site interpretation, resource preservation and protection, and management of visitor use.

D. COOPERATION AND PARTNERSHIPS

Interagency cooperation is desirable and has proven to be a productive and efficient means of implementing the intents of the Act by improving communication and achieving better administration and management of the National Trails and their associated resources. Cooperation achieves more efficient public service and less duplication of government operations than if each agency operates independently. Signatories to this Agreement recognize the critical role of nonprofit organizations, State and local governments, tribal governments, and individual landowners in most aspects of administration and management of National Trails. Participating agencies will engage other federal partners as needed to broaden Federal support for the components of the National Trails System.

E. FUNDING

Each Federal agency involved with National Trails has its own budget for carrying out activities related to trail administration and management. The Agencies agree to coordinate requests for and obligation of funds related to the National Trails System to eliminate duplication of effort within the limits of Agency authorities. When possible, agencies may be able to assist each other in carrying out specific projects.

Therefore, the parties to this Agreement desire to promote and further the spirit and intent of the Act among themselves and in partnership with any other Federal agencies involved in the trails.

IV. SCOPE

The scope of this Agreement consists of coordinating

4-1. Policy. Because administration of the components of the National Trails System is shared by several Federal agencies (all of which are parties to this Agreement) Federal policies which affect the trails as a system must be formulated on a cooperative basis, reflecting the missions and perspectives of each agency involved.

4-2. Planning. Planning for national trails at all levels, especially at the project level, seeks to ensure consistency and avoid duplication. Trailwide and segment-specific planning must dovetail to carry out the intent of the National Trails System Act.

4-3. Budget. Agency budget submissions and legislative initiatives will be coordinated by some or all of the parties to this Agreement to ensure effective use of public funds pertaining to National Trails. In addition, agencies may work together on separate agreements to transfer funds from one to another when appropriate.

4-4. Staffing: To foster closer communication and coordination, the parties of this Agreement

shall be encouraged to find the means to exchange staff working on the National Trails and to create positions in trail administration offices for staff from each other's agencies.

4-5. Reporting: A unified tracking system, including both statistical and descriptive items, is needed to document trail-specific and system-wide accomplishments, recording the changes and growth of the National Trails System as a whole.

V. STATEMENT OF WORK

All of the parties to this Agreement resolve to:

Policy (also see 5-15 below)

5-1. Participate regularly in the Federal Interagency Council on Trails to discuss and coordinate policy, budget, and other matters pertaining to the National Trails System and this Agreement. Field staff will be encouraged to attend these meetings for matters relevant to them.

5-2. Cooperatively coordinate contacts with external constituents to avoid public confusion and duplication. Reach out broadly to National Trails System partners to inform them of programs that can benefit national trails.

5-3. Initiate supplemental and trail-specific interagency agreements to carry out the

intentions of this Agreement.

Planning (also see 5-16 below)

5-4. Efficiently carry out all necessary natural and cultural **resource compliance** actions associated with the planning and management of National Trails.

Budget (also see 5-19 below)

5-5. Coordinate with and **encourage state transportation departments** to commit resources for programs related to National Trails.

Staffing (also see 5-18 below)

5-6. Establish a point of administrative contact for each National Trail who will maintain a list of the affected on-the-ground National Trail management offices and trail administrators in each agency. Personnel at all levels of each agency who work with National Trails as part of their regular duties will be identified. Each agency will also provide the services of these individuals, including interagency crews and contractors, as appropriate and feasible, to cooperatively implement the terms of this Agreement, in such fields as resource identification, cartography, history, archeology, and interpretation.

5-7. Establish a coordinating link to assure that programs are in harmony with National Trail

plans and that they will be integrated closely with national trail development and conservation efforts to assure maximum public benefits, avoid duplication of efforts, avoid public misunderstanding, and help prevent adverse impacts to national trail resources or the desired trail visitor experiences. Agencies will participate in scenic byway corridor management plans and other transportation planning that affect national trails or relate to auto tour routes.

5-8. Capitalize on the talents, skills, and knowledge of appropriate agency staff to avoid duplication of effort. **Key staff contacts** will be designated to maintain good internal and external communication, especially the dissemination of the contents of this Agreement to all appropriate agency offices.

5-9. Create **staff assignments** between trail administering and trail managing agencies to take maximum advantage of each participating agency's programs and expertise.

5-10. Provide high quality **training** opportunities through the National Trails Training Partnership to Federal, Tribal, State, and local agency employees, and to the public.

Reporting

5-11. Foster **annual meetings** to enhance communications for each National Trail. These meetings should involve all key stakeholders, including Federal trail administrators and managers, nonprofit partners, landowners, state agencies, and others concerned with the Trail.

5-12. Develop a **unified tracking system**, including both statistical and descriptive items, is needed to document trail-specific and system-wide accomplishments.

5-13. Develop interagency mapping and **Geographic Information System (GIS) standards** and coordination for National Trails.

5-14. Locate all components of the National Trails System on appropriate maps and data sets (and alignments for potential segments where possible) to identify conservation and development opportunities and to help prevent their being damaged or adversely impacted by Federally-funded transportation projects.

In addition, the BLM, FS, and NPS, as national trail administrators, resolve to jointly to:

5-15. Formulate a unified set of **administrative policies** as needed, interpreting the National Trails System Act concerning such matters as resource protection, use of trail markers and logos, visitor centers and interpretation, promotion, and the identity of the trails within agency structures.

5-16. Coordinate and cooperatively conduct **planning** efforts affecting National Trails. Each agency with administrative responsibility for a specific National Trail will arrange for trailwide plans in conjunction with other agencies and jurisdictions that have on-the-ground management and planning responsibilities. Each comprehensive management plan (CMP) shall refer to on-the-ground agency management plans and any constraints they may place on the trail's identity and operations. Ideally, national trail CMPs will be approved, signed, and endorsed by representatives of the trail's major Federal, State, and nonprofit partners. In turn, field, district, forest, and park plans shall include discussion of National Trail values and policies when they are next revised for the trail segments in those areas. CMPs will be revised every 15-20 years, or as changing conditions dictate.

5-17. Foster appropriate **actions which enhance each National Trail** through such means as local and statewide agreements, land use authorizations and permits, regulations, resource management, protection and development projects, interpretive services, trail marking, site-specific planning, and regulatory and compliance functions. Each trail administrator may assist landowners in accomplishing these management responsibilities through separate agreements.

5-18. Develop appropriate **organizational structures** to facilitate full functioning of this Agreement.

5-19. **Coordinate agency budget submissions** for National Trails activities through their respective Departments. Activities which involve interagency transfer of funds shall be addressed under separate Agreements.

VI. TERMS OF AGREEMENT

A. Effective Date of Agreement: This instrument is executed as of the last date shown below and shall run for a period not to exceed 5 years, at which time it will be subject to review, renewal, or expiration.

B. Modifications: Modifications within the scope of this instrument shall be made by the issuance of a written modification, signed by representatives of all signatories herein, prior to any changes being performed.

C. Termination: Any party(s) may, in writing, terminate their participation in this instrument in whole, or in part, at any time before the date of expiration.

VII. PRINCIPAL CONTACTS

The principal agency contacts for this Agreement are:

NPS: Steve Elkinton, Program Leader, National Trails System
Address: National Park Service
U.S. Department of the Interior, MS 3622
1849 C St. N.W., Washington, D.C. 20240
(202) 565-1177; fax (202) 565-1204
e-mail: *steve_elkinton@nps.gov*

BLM: Deborah A. Smith, National Trails Coordinator
address: Bureau of Land Management
[new address]

e-mail: *debsmith@wo.blm.gov*

FS: James B. Miller, Dispersed Recreation Manager
address: Forest Service
U.S. Department of Agriculture
P.O. Box 96090
Washington, D.C. 20090-6090
(202) 205-1313; fax (202) 205-1145
e-mail: *jbmill01@fs.fed.us*

FWHA: Christopher B. Douwes, Recreational Trails Program Manager
address: Federal Highway Administration HEPH-30
400 7th Street, SW, Room 3301
Washington, DC 20590
(202) 366-5013; fax (202) 366-3409
e-mail: *christopher.douwes@fhwa.dot.gov*

VIII. Special Provisions

A. Non-Fund Obligor Document. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of the Agreement 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. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

B. Restrictions for Delegates. Pursuant to Section 22, Title 41, United States Code, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or any benefits that may arise there from.

C. 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.

D. Nothing in this Agreement abrogates the accountability of the designated administering agencies and FHWA from achieving the purposes of the National Trails System Act.

E. Nothing in this Agreement abrogates the responsibility of any Federal land managing agency to manage its trail resources according to the laws, rules, and regulations providing its management authority over such lands.

IX. NON-DISCRIMINATION

During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11264 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

X. APPROVALS

Director
National Park Service

Date

Director
Bureau of Land Management

Date

Chief
USDA Forest Service

Date

Administrator
Federal Highway Administration

Date