

FS Agreement No. 16-MU-11062759-001
Cooperator Agreement No. BLM-OR935-1601

MEMORANDUM OF UNDERSTANDING
Between The
STATE OF OREGON, TRAVEL OREGON
THE
USDI, BUREAU OF LAND MANAGEMENT.
OREGON/WASHINGTON STATE OFFICE
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Oregon, Travel Oregon, the United States Department of the Interior, the Bureau of Land Management, Oregon/Washington State Office, hereinafter referred to as "BLM," and the United States Department of Agriculture, Forest Service, Pacific Northwest Region, hereinafter referred to as the "U.S. Forest Service."

Title: Regional Tourism MOU between Travel Oregon, the BLM, and U.S. Forest Service

This agreement supersedes and replaces the existing agreement with the parties (NFS 2010-RU-11060000-028 / MOU-BLM-OR932-1008

I. PURPOSE:

The purpose of this MOU is to provide a general framework for cooperation between the parties in the areas of travel and tourism management. The parties propose to work together to achieve the common goals of advancing local, regional, national, and international public awareness of the travel and tourism opportunities on public lands and waters and to encourage responsible use of the travel and tourism opportunities in an environmentally sensitive and sustainable manner. The parties' efforts will focus on producing long-term economic, educational, and recreational benefits, with an emphasis on rural areas. In accordance with the following provisions, the parties shall cooperate to:

Encourage, inform, and enhance the experience of visitors to public lands.

Support long-term economic viability and sustainable social systems in the rural communities and the travel and tourism industry which serve these visitors.

Support the sustainable management of the natural, cultural, historical, and recreational resources which serve as the foundation for travel and tourism.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the BLM are Federal land management agencies responsible for the management of 17 national forests, one national scenic area, and 9 BLM districts in the state of Oregon. Both are dedicated to increasing the public's knowledge, awareness, and appreciation of recreation settings, opportunities, and facilities on national forests and public lands. Encouraging responsible and informed travel and tourism on these lands is an appropriate way to further knowledge, awareness, and appreciation.

Travel Oregon is a State agency responsible for providing sustainable tourism programs including travel marketing and fulfillment, tourism research, destination development, industry coordination, training, welcome center operations, etc. Through these efforts, the agency supports rural community assistance and tourism employment development.

By working together toward mutually developed objectives, the parties can better serve visitors and rural communities in Oregon. These objectives contribute to public safety and enjoyment of public lands, the sustainability of local communities, and the protection and management of the US Forest Service's and the BLM's natural, cultural, recreational, and scenic resources. In consideration of the above premises, the parties agree as follows.

III. TRAVEL OREGON, WITHIN THE LIMITATIONS OF AVAILABLE BUDGET, SHALL:

- A. Work to develop and distribute information and cooperative publications about travel and tourism opportunities on national forest and BLM lands through department publications, web sites, social media channels, videos, promotions, and welcome centers.
- B. Conduct and share tourism-related research to identify trends, barriers, and opportunities with implications for public lands recreation and tourism management, and incorporate questions related to public land recreation where appropriate or useful.
- C. Develop and participate in training sessions sharing best tourism practices, grant opportunities, and techniques on how to establish sustainable tourism programs with an emphasis on offering the training sessions to rural, gateway communities.
- D. Work together with U.S. Forest Service, the BLM and others to provide coordinated efforts and response to special events, initiatives, anniversaries, and other regional celebrations.
- E. Promote sustainable tourism destination development and management practices to protect the natural, cultural, recreational, and scenic resources of the Northwest's



national forests and the BLM public lands through such forums as public involvement meetings, formal comment periods, Rural Tourism Studios, destination development pilot projects, and participation in organizations such as the Western States Tourism Policy Council.

- F. Assist in delivering U.S. Forest Service and the BLM recreation and stewardship messages.

IV. U.S. FOREST SERVICE AND BLM, WITHIN THE LIMITATIONS OF AVAILABLE BUDGET, SHALL:

- A. Provide Travel Oregon with information about travel and tourism opportunities on national forest and BLM lands; assist in the review of Travel Oregon's publications and information to insure accuracy; promote environmentally sensitive travel practices; and provide links between the U.S. Forest Service, the BLM, and Travel Oregon's web sites, social media channels, etc. as appropriate.
- B. Conduct and share recreation-related research to identify trends, barriers, and opportunities with implications for public lands recreation and tourism management, and incorporate questions related to regional tourism as appropriate or useful.
- C. Assist in the development of and participate in training sessions sharing best tourism practices, grant opportunities, and techniques on how to establish sustainable tourism programs with an emphasis on offering the training sessions to rural, gateway communities.
- D. Work together with Travel Oregon and others to provide coordinated efforts and response to special events, initiatives, anniversaries, and other regional celebrations.
- E. Work with Travel Oregon to identify and share sustainable tourism destination development and management practices to protect the natural, cultural, recreational, and scenic resources of the Northwest's national forests and the BLM public lands through such forums as public involvement meetings, formal comment periods, Rural Tourism Studios, destination development pilot projects, and organizations such as the Western States Tourism Policy Council.
- F. Work with Travel Oregon and others to support coordinated efforts to document and disseminate rural tourism success stories, pilot projects, and case studies.

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

- A. Parties will meet at least once a year to review progress and develop recommended actions and research for the coming fiscal year.



- B. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by Congress or the State of Oregon. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between the parties to this MOU must comply with all applicable statutes and regulations, including those applicable to procurement activities, and must be independently authorized by appropriate statutory authorities.
- C. Additional parties may be added to this MOU with the concurrence of the present cooperators.
- D. Similar to U.S. Forest Service requirements, all parties will acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- E. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Travel Oregon Contacts:

Program Contact	
Name:	Todd Davidson Chief Executive Officer
Address:	250 Church Street SE, Suite 100 Salem, OR 97301
Telephone:	503-967-1560
FAX:	503-378-4574
Email:	todd@traveloregon.com
Administrative Contact	
Name:	Scott West Strategic Officer
Address:	250 Church Street SE, Suite 100 Salem, OR 97301
Telephone:	503-967-1560
FAX:	503-378-4574
Email:	scott@traveloregon.com



Principal Bureau of Land Management Contacts:

Program Contact	
Name:	Todd Curtis Acting 933 Branch Chief
Address:	1220 SW Third Avenue Portland, OR 97204
Telephone:	503-808-6103
FAX:	503-808-6540
Email:	tcurtis@blm.gov
Administrative Contact	
Name:	Bonnie Lippitt Recreation Program Manager
Address:	1220 SW Third Avenue Portland, OR 97204
Telephone:	503-808-2437
FAX:	503-808-2429
Email:	blippitt@blm.gov

Principal U.S. Forest Service Contacts:

Program Contact	
Name:	Gordie Blum Recreation, Lands, & Minerals Director
Address:	1220 SW Third Avenue Portland
Telephone:	503-808-2966
FAX:	503-808-2429
Email:	gblum@fs.fed.us
Administrative Contact	
Name:	Bonnie Lippitt Recreation Program Manager
Address:	1220 SW Third Avenue Portland, OR 97204
Telephone:	503-808-2437
FAX:	503-808-2429
Email:	blippitt@fs.fed.us

- F. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service, the BLM, or Travel Oregon 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 BLM and Travel Oregon, at the BLM and Travel Oregon's addresses 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.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service, BLM or Travel Oregon from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of the BLM's or Travel Oregon's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the BLM's and Travel Oregon's products or activities, and does not by direct reference or implication convey Travel Oregon or the BLM endorsement of the Forest Service products or activities.
- I. 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.

- J. 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.



- K. RECORDS MANAGEMENT. The US Forest Service, the BLM, and Travel Oregon own the rights to all data/records produced as part of this agreement. All records (in all media, paper, and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to the BLM.
- L. 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) or the Privacy Act of 1974.
- M. 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) while 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.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The BLM and Travel Oregon shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The BLM and Travel Oregon 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.”

- P. **TERMINATION**. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. **DEBARMENT AND SUSPENSION**. Travel Oregon 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 Travel Oregon 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.
- R. **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.
- S. **COMMENCEMENT/EXPIRATION DATE**. This MOU is executed as of the date of the last signature and is effective through September 30, 2020, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- T. **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.

TODD DAVDISON, Chief Executive Officer
Travel Oregon

NOVEMBER 23, 2015

Date

JEROME E. PEREZ, State Director
Bureau of Land Management, Oregon/Washington

November 10, 2015

Date



James M. Peña

12/7/15

JAMES M. PEÑA, Regional Forester
U.S. Forest Service, Pacific Northwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature (with exception to Section V., Clause K.) NFS 16-MU-11062759-001

Dennis Motsinger

12-3-2015

DENNIS MOTSINGER
U.S. Forest Service Grants Management Specialist

Date

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.