



FS Agreement No. 20-MU-11020000-032

BLM Agreement No. _____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
The
CONTINENTAL DIVIDE TRAIL COALITION
And The
USDA, FOREST SERVICE- Regions 1, 2, 3 and 4
AND
USDI, BUREAU OF LAND MANAGEMENT-
COLORADO, IDAHO, MONTANA, NEW MEXICO AND WYOMING,
AND
NATIONAL PARK SERVICE- GLACIER NATIONAL PARK, YELLOWSTONE
NATIONAL PARK, ROCKY MOUNTAIN NATIONAL PARK, AND EL
MALPAIS NATIONAL MONUMENT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Continental Divide Trail Coalition, hereinafter referred to as “CDTC” and the United States Department of Agriculture (USDA), Forest Service, - Regions 1, 2, 3, and 4; the United States Department of Interior Bureau of Land Management (BLM) - Colorado, Idaho, Montana, New Mexico and Wyoming, and National Park Service (NPS) - Glacier, Yellowstone, and Rocky Mountain National Parks, and El Malpais National Monument, hereinafter referred to as “the Agencies.”

Background: Congress designated the Continental Divide National Scenic Trail (CDNST) on November 10, 1978 for its nationally significant scenic and recreational values. The CDNST corridor links federal, state, and private lands from Mexico to Canada along the Continental Divide; it passes through National Forests, National Parks, a National Monument, Bureau of Land Management public lands, and State, County and private lands.

The CDNST is administered by the U.S. Forest Service in consultation with the Bureau of Land Management and the National Park Service. The Regional Forester of the Rocky Mountain Region is the lead federal official for coordinating matters concerning the study, planning, and operation of the CDNST. Each of the Agencies are responsible for management of the CDNST, including trail operations and maintenance, land acquisition, and decision-making. The Agencies work together through the CDNST Federal Interagency Leadership Council to provide consistent leadership and coordinated management of CDNST program activities. The Continental Divide Trail Coalition (CDTC) was established in 2012 as a non-profit organization under section 501(c)(3) of the I.R.S to work with the managing Agencies on CDNST programs and projects. The CDTC serves as a national volunteer-based stewardship organization for the CDNST.



The CDNST is a complex resource. Its future character is shaped by the actions of many stakeholders and interested partners. To further National Trails System Act (NTSA) purposes, this MOU establishes a communication framework (Exhibit A) to promote clear and effective communication, cooperation, and coordination among the MOU parties and to improve collaborative stewardship across the CDNST (planning, development, maintenance, management, acquisition, protection, and operation, where appropriate).

This MOU is informed by the following:

- National Trails System Act of 1968 (P.L. 90-543, 82 STAT.919: 16 USC 1246H)
- CDNST Comprehensive Plan of 2009 (or most current version)
- Volunteers in the National Forests Act of 1972 (P.L. 92-300, 86 STS. 147: 16 USC 558)
- Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
- Omnibus Consolidated Appropriations Bill of 1997, P.L. 104-208.3.
- CDNST Federal Interagency Leadership Council Charter
- NPS Organic Act, 54 U.S.C. §§ 100101, et seq.

Title: CDNST Stewardship

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to:
- A. Facilitate stewardship of the CDNST as a continuous long-distance trail, consistent with the National Trails System Act and related laws, regulations, Executive and Secretarial Orders, Agency policies and the CDNST Comprehensive Plan;
 - B. Encourage and assist volunteer involvement in CDNST stewardship; and
 - C. Recognize the CDTC as a national, trail-wide, non-governmental partner in CDNST stewardship.

This MOU does not authorize any of the parties to obligate or transfer anything of value in accordance with provision VI.I Nonbinding Agreement. As stated in sections VI.G, VI.H, and VI.I, this MOU guides activities under a set of agreed-upon mutual objectives. None of the signatories are bound to responsibilities or relationships to or with each other for areas of their mission or activities outside the specific activities identified in this MOU, nor does this instrument convey any preferential status related to policy positions, public comments, or similar.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Agencies are committed to realizing the full value of the CDNST to “provide for maximum outdoor recreation potential and for the conservation and enjoyment of the nationally significant scenic, historic, natural, or cultural qualities of the areas through which [the trail] may pass” (P.L. 90-543). The Agencies are also committed to



encouraging and assisting “volunteer citizen involvement in the planning, development, maintenance, and management” of the CDNST (P.L. 90-543).

The mission of CDTC is to “complete, promote and protect the Continental Divide National Scenic Trail. CDTC will do this by building a strong and diverse trail community, providing up to date information to the public and encouraging conservation and stewardship of the Trail, its corridor, and surrounding landscapes.” CDTC is committed to assisting the managing Agencies with stewarding the CDNST.

The partners envision a future of the CDNST, where: (1) the scenic, historic, natural and cultural resources of the corridor are protected and conserved to afford a unique and nationally significant scenic trail experience; (2) a complete, continuous, and seamless CDNST provides optimal outdoor recreation opportunities, and 3), the CDNST is enjoyed and appreciated by diverse visitors and receives broad local, state, and national citizen support and engagement.

To achieve this vision, the Agencies and CDTC will need to work together to build local, State, regional and national public support for the Trail, provide accurate trail information, promote and develop long-term volunteerism, and promote trail marking, maintenance and operations consistent with the CDT Comprehensive Plan.

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

III. CDTC WILL:

- A. Coordinate with the Agencies in developing, publishing and distributing CDNST information and educational and interpretive materials. CDTC will maintain a public website and publications to encourage the use, enjoyment, protection and improvement of the CDNST. CDTC will disseminate publications to encourage volunteer involvement in CDNST activities. CDTC will update its own maps, brochures and information using US Forest Service CDNST base data.
- B. In coordination with the managing Agencies, recruit, train, and manage CDTC volunteers in the maintenance and stewardship of the CDNST in accordance with Agency policies and practices. Facilitate consistency in CDTC volunteer management across partner boundaries including, but not limited to, training, certification, management and reporting.
- C. When opportunities are available, assist in developing trail management strategies including participating in optimal location reviews, trail development and maintenance projects, trailhead signage, and CDNST sign installation.
- D. Educate the public about environmental and recreational ethics, and the historical, cultural, and recreational significance of the CDNST.
- E. Create awareness of the CDNST through special events, presentations, news releases, website, and printed materials to encourage a diverse population of trail supporters.
- F. Build relationships with federal, state and local land managers, and agencies related to the CDNST, for purposes of gaining their support for the CDNST.



- G. Facilitate the involvement of a broad spectrum of private citizen organizations, stakeholders or other CDNST partners.
- H. Promote youth outreach in order to foster the next generation of trail stewards.
- I. Obtain prior written permission of the appropriate agency official(s) for the use of the CDNST service-mark, Agency logos, and symbols in its public outreach efforts.
- J. Maintain and provide a list of trail-wide, regional, and local CDTC contacts to the Agencies in support of this MOU.

IV. THE AGENCIES WILL:

- A. Work with CDTC at the regional, State, and local levels as a trail-wide non-governmental partner in CDNST stewardship.
- B. As appropriate and feasible, assist CDTC in its efforts to create awareness and educate the public about the CDNST. Examples include sharing CDTC-developed press releases about upcoming CDNST events or topics of interest, or disseminating CDNST brochures at visitor centers.
- C. To the extent practicable, provide technical assistance to CDTC in developing and executing construction, reconstruction and maintenance projects, and advise CDTC on the implementation of approved Agency trail design, construction and maintenance, safety and accessibility handbook standards and expected results on the CDNST projects conducted by CDTC volunteers.
- D. Provide technical assistance to CDTC in developing, publishing and distributing informational, educational, and interpretive materials related to the CDNST, to the extent possible and per Agency approval processes.
- E. On a case by case basis, and per Agency approval processes, authorize CDTC to use the CDNST service-mark, and if appropriate, agency logos on publications and other materials.
- F. Encourage CDTC to promote youth outreach in order to foster the next generation of trail stewards.
- G. To the extent possible, notify the CDTC about the opportunity to comment on Agency planning efforts or proposed actions that may affect the CDNST.
- H. Use the Agency Volunteer Agreement (OF301 A Volunteer Service Agreement -- Natural and Cultural Resources) to allow CDTC volunteer's participation on projects occurring on the CDNST. CDTC- sponsored volunteers will be considered participants authorized by the Volunteers in National Forests Act of 1972 (VIF)-- 16 US Code 558, Volunteers in National Parks (VIP) P.L. 91-357 of 1970, or Bureau of Land Management (BLM) volunteer program (P.L. 98-540 of 1984), depending on where volunteer work occurs.
 - i. If CDTC volunteer work occurs on National Forest System Lands, or lands and/or easements acquired for the CDNST and assigned to the Forest Service, the local unit will bring the volunteer on under the Forest Service Volunteer Program.
 - ii. If CDTC volunteer work occurs on National Park lands, or lands and/or easements acquired for the CDNST and assigned to the



- National Park Service, the volunteer will be working under the VIP program and will be considered a National Park Service Volunteer.
- iii. If CDTC volunteer work occurs on Bureau of Land Management lands, or lands and/or easements acquired for the CDNST and assigned to the Bureau of Land Management, the volunteer will be working under the Bureau of Land Management volunteer program authorized at the local Field Office level, and will be considered a BLM Volunteer, per agency standards.

V. THE FOREST SERVICE, AS THE AGENCY ADMINISTERING THE CDNST, WILL:

- A. Designate a full-time CDNST Administrator who will provide coordination with CDTC designated representative on CDNST matters related to this MOU. Identify, maintain, and share a list of Regional, State, and local office Agency staff contacts to work with CDTC on CDNST matters.
- B. Facilitate relationships among CDTC staff and Agency field units to foster engagement of CDTC volunteers and partners in stewardship of the CDNST.
- C. As authorized under separate instruments and subject to available funding, use Agency funding processes as available and appropriate to support CDTC with the costs of activities agreed to in the MOU. Such activities will be documented in accordance with clause VI.H, Nonbinding Agreement, below.
- D. Provide leadership and, to the extent practicable, collaborate with CDTC in the development of instruction guides and other tools to assist land managers.
- E. Plan and conduct an annual meeting, at a minimum, to coordinate management of the CDNST in accordance with the CDNST Comprehensive Plan and Agency Land and Resource Management Plans and to review matters covered by this MOU. It is the intent of the parties to arrange for continuing consultation to reach prompt agreement on matters covered by this MOU. The Forest Service CDNST Administrator shall be responsible for arranging coordination meetings. The Executive Director from CDTC shall be included in developing meeting agendas.
- F. Identify key projects and develop priorities for inclusion in the jointly developed CDNST State of the Trail Report. This Report will establish a plan for construction, maintenance, and protection of the CDNST and forecast the funding needed to implement this plan.

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

- A. Recognize the U.S. Forest Service, Rocky Mountain Region, is responsible for maintaining the official CDNST trail-wide dataset, and make best efforts to provide the Agency CDNST Administrator with the most current and accurate authoritative CDNST GIS data (per agency protocols and policies) with associated route and attribute data for use by the Agencies, CDTC, and the public.
- B. Agree that compliance with safety procedures and protocols is paramount. CDNST staff and volunteers will comply with all relevant Agency safety procedures and



protocols when performing trail maintenance and construction activities on the CDNST.

- C. Work together to support an optimal, effective and efficient operating relationship along the CDNST predicated on the understanding of terms, roles, and responsibilities per the attached Communication Framework (Attachment A).

- D. 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 Administrative Contact
Name: Teresa Martinez Address: 710 10th St, Suite 200 City, State, Zip: Golden CO 80401 Telephone: 303-996-2759 FAX: 303-838-2949 Email: tmartinez@continentaldividetrail.org	Name: Steven Shattuck Address: 710 10th St, Suite 200 City, State, Zip: Golden CO 80401 Telephone: 303-996-2759 FAX: 303-838-2949 Email: sshattuck@continentaldividetrail.org

Principal Agency Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Brenda Yankoviak Address: 1617 Cole Blvd, Bldg 17 City, State, Zip: Lakewood CO 80401 Telephone: 303-275-5322 Email: brenda.yankoviak@usda.gov	Name: Rebecca Cuthbertson Address: 1617 Cole Blvd, Bldg 17 City, State, Zip: Lakewood CO 80401 Telephone: 303-275-5068 Email: rebecca.cuthbertson@usda.gov
Bureau of Land Management Program Manager Contact	Bureau of Land Management Administrative Contact
Name: ID State Office- Shannon Bassista Address: 1387 S Vinnell Way City, State, Zip: Boise ID 83709 Telephone: 303-373-3845 Email: sbassista@blm.gov	Name: Shannon Bassista Address: 1387 S Vinnell Way City, State, Zip: Boise ID 83709 Telephone: 303-373-3845 Email: sbassista@blm.gov
Name: CO State Office- Connie Jacobs Address: 2850 Youngfield St City, State, Zip: Lakewood CO 80215 Telephone: 303-239-3738 Email: cjacobs@blm.gov	Name: Connie Jacobs Address: 2850 Youngfield St City, State, Zip: Lakewood CO 80215 Telephone: 303-239-3738 Email: cjacobs@blm.gov



<p>Name: Western Montana District Office- Katie Stevens Address: 106 North Parkmont City, State, Zip: Butte MT 59701 Telephone: 406-533-7600 Email: kasteven@blm.gov</p>	<p>Name: Western Montana District Office- Katie Stevens Address: 106 North Parkmont City, State, Zip: Butte MT 59701 Telephone: 406-533-7600 Email: kasteven@blm.gov</p>
<p>Name: NM State Office- Terry Heslin Address: 301 Dinosaur Trail City, State, Zip: Santa Fe NM 87508 Telephone: 505-954-2184 Email: theslin@blm.gov</p>	<p>Name: Marietta Esquibel Address: 301 Dinosaur Trails City, State, Zip: Santa Fe NM 87508 Telephone: 505-954-2130 Email: mesquibe@blm.gov</p>
<p>Name: WY State Office- Noelle Glines- Bovio Address: 5353 Yellowstone Rd City, State, Zip: Cheyenne WY 82009 Telephone: 307-775-6035 Email: nglinesbovio@blm.gov</p>	<p>Name: Noelle Glines-Bovio Address: 5353 Yellowstone Rd City, State, Zip: Cheyenne WY 82009 Telephone: 307-775-6035 Email: nglinesbovio@blm.gov</p>
<p>National Park Service Program Manager Contact</p>	<p>National Park Service Administrative Contact</p>
<p>Name: Glacier National Park- Dan Jacobs Address: PO Box 128 City, State, Zip: West Glacier MT 59936 Telephone: 406-888-7822 Email: dan_g_jacobs@nps.gov</p>	<p>Name: Mary Riddle Address: PO Box 128 City, State, Zip: West Glacier MT 59936 Telephone: 406-888-7898 Email: mary_riddle@nps.gov</p>
<p>Name: Yellowstone National Park – Ray McPadden, Chief of Environmental Quality and Compliance Address: PO Box 168 City, State, Zip: Yellowstone NP WY 82190 Telephone: 303-344-2525 Email: raymond_mcpadden@nps.gov</p>	<p>Name: Ray McPadden Address: PO Box 168 City, State, Zip: Yellowstone NP WY 82190 Telephone: 303-344-2525 Email: raymond_mcpadden@nps.gov</p>
<p>Name: Rocky Mountain National Park - Doug Parker Address: 1000 US Highway 6 City, State, Zip: Estes Park CO 80517 Telephone: 970-586-1279 Email: Doug_L_parker@nps.gov</p>	<p>Name: Rocky Mountain National Park - Cheri Yost Address: 1000 US Highway 6 City, State, Zip: Estes Park CO 80517 Telephone: 970-586-1320 Email: cheri_yost@nps.gov</p>



<p>Name: El Malpais National Monument - Kelly Fuhrmann Address: 123 E Roosevelt Ave City, State, Zip: Grants NM 87020 Telephone: 505-285-4641 ext.12 Email: kelly_fuhrmann@nps.gov</p>	<p>Name: Kelly Fuhrmann Address: 123 E Roosevelt Ave City, State, Zip: Grants NM 87020 Telephone: 505-285-4641 ext. 12 Email: kelly_fuhrmann@nps.gov</p>
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- E. 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 CDTC 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 debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If CDTC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CDTC has expended in violation of sections 433 and 434.

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the Agencies or CDTC is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax as follows: To the Agencies and CDTC at the addresses specified in 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 Agencies or CDTC from participating in similar activities with other public or private agencies, organizations, and individuals.

- H. ENDORSEMENT. Any of CDTC's contributions made under this MOU do not by direct reference or implication convey the Agencies' endorsement of CDTC's 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. USE OF U.S. FOREST SERVICE, NPS AND BLM INSIGNIA. In order for CDTC to use the Agency 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, NPS's and BLM's Office of Communications. A written request must be submitted and approval granted in writing by the respective Agency's Office of Communications (Washington Office) prior to use of the insignia.
- K. 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.
- 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). Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies.
- 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) 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.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CDTC 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. CDTC 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. CDTC 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 CDTC 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 June 30, 2025 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.

GREG PIERCE Date
 CDTC BOARD PRESIDENT

LEANNE MARTEN, REGIONAL FORESTER Date
 U.S. Forest Service, Northern Region

JENNIFER EBERLIEN, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Rocky Mountain Region

ELAINE KOHRMAN, REGIONAL FORESTER Date
 U.S. Forest Service, Southwestern Region

FRANK R. BEUM, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Intermountain Region



JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

MICHAEL T. REYNOLDS, REGIONAL
DIRECTOR, National Park Service

Date



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

REBECCA CUTHBERTSON
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.



JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE
CONNELL

Digitally signed by JAMIE
CONNELL
Date: 2020.06.18
16:10:44 -06'00'

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

JEFF MOW, SUPERINTENDENT
National Park Service, Glacier National Park

Date

CAMERON SHOLLY, SUPERINTENDENT
National Park Service, Yellowstone National Park

Date

DARLA SIDLES, SUPERINTENDENT
National Park Service, Rocky Mountain National
Park

Date



according to the terms of 2 CFR Part 180. Additionally, should CDTC 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 June 30, 2025 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.

06/08/2020

GREG PIERCE
CDTC BOARD PRESIDENT

Date

LEANNE MARTEN, REGIONAL FORESTER
U.S. Forest Service, Northern Region

Date





JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

13 August 2020
Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

JEFF MOW, SUPERINTENDENT
National Park Service, Glacier National Park

Date

CAMERON SHOLLY, SUPERINTENDENT
National Park Service, Yellowstone National Park

Date

DARLA SIDLES, SUPERINTENDENT
National Park Service, Rocky Mountain National
Park

Date



JOHN F. RUHS, STATE DIRECTOR Date
Bureau of Land Management, Idaho State Office

KATHRYN STEVENS Digitally signed by KATHRYN STEVENS
Date: 2020.06.18 13:12:42 -06'00'

KATIE A. STEVENS, DISTRICT MANAGER Date
Bureau of Land Management, Western Montana
District Office

JAMIE CONNELL, STATE DIRECTOR Date
Bureau of Land Management, Colorado State Office

TIMOTHY R SPISAK, STATE DIRECTOR Date
Bureau of Land Management, New Mexico State
Office

DUANE SPENCER, STATE DIRECTOR (Acting) Date
Bureau of Land Management, Wyoming State Office

JEFF MOW, SUPERINTENDENT Date
National Park Service, Glacier National Park

CAMERON SHOLLY, SUPERINTENDENT Date
National Park Service, Yellowstone National Park

DARLA SIDLES, SUPERINTENDENT Date
National Park Service, Rocky Mountain National
Park



JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY SPISAK

Digitally signed by TIMOTHY SPISAK
Location: Santa Fe, NM
Date: 2020.06.22 16:12:39 -06'00'

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

JEFF MOW, SUPERINTENDENT
National Park Service, Glacier National Park

Date

CAMERON SHOLLY, SUPERINTENDENT
National Park Service, Yellowstone National Park

Date

DARLA SIDLES, SUPERINTENDENT
National Park Service, Rocky Mountain National
Park

Date



JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

MICHAEL REYNOLDS

Digitally signed by
MICHAEL REYNOLDS
Date: 2020.07.14
17:01:39 -06'00'

MICHAEL T. REYNOLDS, REGIONAL
DIRECTOR, National Park Service

Date



- 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 June 30, 2025 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.

GREG PIERCE Date
 CDTC BOARD PRESIDENT

 Digitally signed by
 LEANNE MARTEN
 Date: 2020.06.22
 09:44:23 -06'00'

LEANNE MARTEN, REGIONAL FORESTER Date
 U.S. Forest Service, Northern Region

JENNIFER EBERLIEN, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Rocky Mountain Region

ELAINE KOHRMAN, REGIONAL FORESTER Date
 U.S. Forest Service, Southwestern Region

FRANK R. BEUM, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Intermountain Region



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GREG PIERCE Date
 CDTC BOARD PRESIDENT

LEANNE MARTEN, REGIONAL FORESTER Date
 U.S. Forest Service, Northern Region

JENNIFER EBERLIEN  Digitally signed by
 JENNIFER EBERLIEN
 Date: 2020.06.17
 14:55:19 -06'00'

JENNIFER EBERLIEN, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Rocky Mountain Region

ELAINE KOHRMAN, REGIONAL FORESTER Date
 U.S. Forest Service, Southwestern Region

FRANK R. BEUM, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Intermountain Region



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GREG PIERCE Date
 CDTC BOARD PRESIDENT

LEANNE MARTEN, REGIONAL FORESTER Date
 U.S. Forest Service, Northern Region

JENNIFER EBERLIEN, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Rocky Mountain Region

SANDRA WATTS  Digitally signed by SANDRA WATTS
 Date: 2020.06.05 10:24:04 -06'00'

SANDY L. WATTS, Acting Regional Forester Date
 U.S. Forest Service, Southwestern Region

FRANK R. BEUM, REGIONAL FORESTER Date
 (Acting)
 U.S. Forest Service, Intermountain Region



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In witness whereof, the parties hereto have executed this MOU as of the last date written below.

GREG PIERCE Date
CDTC BOARD PRESIDENT

LEANNE MARTEN, REGIONAL FORESTER Date
U.S. Forest Service, Northern Region

JENNIFER EBERLIEN, REGIONAL FORESTER Date
(Acting)
U.S. Forest Service, Rocky Mountain Region

ELAINE KOHRMAN, REGIONAL FORESTER Date
U.S. Forest Service, Southwestern Region

FRANK BEUM  Digitally signed by
FRANK BEUM
Date: 2020.06.09
18:20:38 -06'00'

FRANK R. BEUM, REGIONAL FORESTER Date
(Acting)
U.S. Forest Service, Intermountain Region



JOHN F. RUHS, STATE DIRECTOR
Bureau of Land Management, Idaho State Office

Date

KATIE A. STEVENS, DISTRICT MANAGER
Bureau of Land Management, Western Montana
District Office

Date

JAMIE CONNELL, STATE DIRECTOR
Bureau of Land Management, Colorado State Office

Date

TIMOTHY R SPISAK, STATE DIRECTOR
Bureau of Land Management, New Mexico State
Office

Date

DUANE SPENCER Digitally signed by DUANE SPENCER
Date: 2020.09.25 11:26:16 -06'00'

DUANE SPENCER, STATE DIRECTOR (Acting)
Bureau of Land Management, Wyoming State Office

Date

JEFF MOW, SUPERINTENDENT
National Park Service, Glacier National Park

Date

CAMERON SHOLLY, SUPERINTENDENT
National Park Service, Yellowstone National Park

Date

DARLA SIDLES, SUPERINTENDENT
National Park Service, Rocky Mountain National
Park

Date



KELLY FUHRMANN, SUPERINTENDENT
National Park Service, El Malpais National
Monument

Date

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

REBECCA CUTHBERTSON

Digitally signed by REBECCA CUTHBERTSON
Date: 2020.06.02 12:21:15 -06'00'

REBECCA CUTHBERTSON
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.

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This communication framework clarifies terms and roles in order to support an optimal, effective and efficient operating relationship along the CDNST:

- A. Communicate- the routine, ongoing, day-to-day sharing of relevant information needed to allow CDNST related operational activities to continue smoothly. Communication is generally informal and occurs on issues and topics characterized by low potential for controversy, low levels of strategic interest for each individual partner, and low or non-existent need for shared decision-making and implementation among partners. It is used to implement strategic decisions made and documented through cooperation, coordination, or collaboration.
- B. Cooperate - the coming together of partners to discuss and strive for common ground on issues or activities in which partners have strategic interest. Cooperation involves an open and honest exchange of information, respect for each other's positions, and a reasonable attempt on the part of all parties to accommodate the needs and input of other partners. The output of cooperation may not be a decision all partners can fully support, but it should be a decision all parties can live with or at least understand sufficiently to explain the decision rationale to others. Cooperation can be via informal channels, but should be documented in partnership files.
- C. Collaborate - working together to discuss an issue or activity of high strategic interest when a shared decision or outcome is needed or desired. Collaboration is working together to create and agree on a strategic vision or plan in support of the shared mission and vision. The outcome of collaboration is mutual agreement to wholly embrace a decision, and to focus collective organizational efforts on its realization or implementation.
- D. Coordinate - the routine, day-to-day alignment of operations and resources so that each party can accomplish their part in support of a previously agreed upon mutual objective. Coordination is about team-work in the implementation of activities and issues that are of relatively low strategic interest because either all necessary decisions have been made or the decisions necessary for implementation are not precedent setting and have no potential to alter or influence a partner's mission or vision for the CDNST. Coordination is generally informal.
- E. Decision-making Partner - the partner who holds the primary legal responsibility, liability, and accountability for any given proposed action or plan.
- F. Implementing Partner - the partner who can take action on a given decision or approved plan with minimal necessary input or participation from the other.

Strategic Interest - a topic, issue, or activity that involves or has the potential to involve aspects of mission or vision as defined for each partner and the partnership in this document, or which may result from a strategic plan, as appropriate.

