

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CONTINENTAL DIVIDE TRAIL ALLIANCE  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
AND  
UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT  
NATIONAL PARK SERVICE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Continental Divide Trail Alliance, hereinafter referred to as the CDTA; and the United States Department of Agriculture Forest Service - Regions 1, 2, 3, and 4; and the United States Department of Interior Bureau of Land Management - Montana, Idaho, Wyoming, Colorado and New Mexico, and National Park Service - Intermountain Region, hereinafter referred to as the Agencies.

A. BACKGROUND

Congress established and designated the Continental Divide National Scenic Trail (CDT) on November 10, 1978. The CDT is a nationally significant resource providing long distance trail opportunities primarily for hiking and horseback riding recreationists. The CDT corridor links federal, state, and private lands from Mexico to Canada along the Continental Divide, it passes through 25 national forests, three national parks, one national monument, and eight Bureau of Land Management field office areas.

The Agencies are responsible for providing national leadership in natural resource management, conservation, and research. The Continental Divide Trail Alliance (CDTA) was formed as a non-profit organization under section 501 (c)(3) of the I.R.S, code in 1995 to work with the Agencies with the completion and long-term maintenance of the CDT. The CDTA serves as an umbrella organization for providing information and promoting, coordinating, developing, improving, maintaining and reporting volunteer work on the CDT. The CDTA will work with the Agencies in the many facets of the management of the Trail to help realize the nature and purposes of the CDT.

B. PURPOSE:

1. To complete the CDT to connect people and communities to the Continental Divide by providing scenic, high-quality, primitive hiking and horseback riding experiences, while preserving the significant natural, historic, and cultural resources along the Trail.
2. To facilitate the coordination, development and distribution of informational, educational, and interpretive material related to the CDT.
3. To encourage volunteer involvement in the management, operation, and construction of the CDT.



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4. To provide for the coordination, management, and operation of the CDT along each segment at the local level.
5. To recognize CDTA as a leading non-governmental partner in the management, coordination, and operations of the CDT.

#### C. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Continental Divide National Scenic Trail is administered by the Secretary of Agriculture in consultation with the Secretary of the Interior. The Regional Forester of the Rocky Mountain Region is the lead federal official for coordinating matters concerning the study, planning, and operation of the CDT. The CDTA is dedicated to preserving, improving and maintaining the CDT, and the CDTA has been established to operate as an organization composed of hiking, equestrian, and other interested organizations.

The Agencies and CDTA will work collaboratively to strengthen information sharing about the CDT, build national public support for the Trail, promote networking among trail users, the CDTA, Agencies, and other interested parties, develop programs, cultivate corporate sponsorship of the Trail, and promote and develop long-term volunteerism and grassroots activism to plan, build, maintain, and manage the Trail.

The partnership will help instill a conservation ethic in all backcountry recreationists and develop a sense of stewardship in those users while cooperating on the construction, maintenance, and operation of the CDT. The Agencies are dedicated to responsible management of the Nation's natural resources, including the CDT, through the involvement of concerned citizen groups.

#### D. AGENCIES SHALL:

1. Assist the CDTA in execution of a national effort to raise awareness and build public support for the CDT.
2. Support a consistent and effective border-to-border Adopt-A-Trail volunteer program.
3. Encourage all field units to use CDTA and partnering club volunteers to scout, construct and maintain the Trail, while recognizing those volunteers and volunteer organizations with a history of developing and maintaining trails in the CDT corridor.
4. Designate local CDT coordinators to work with CDTA on CDT matters.
5. Include the CDTA in NEPA scoping for projects affecting the CDT and make reasonable attempts to notify the CDTA about these projects.
6. Authorize the CDTA to use the CDT, and if appropriate, agency logos on publications, letterhead, and other materials on a case by case basis, in keeping with established laws and regulations pertaining to the use of trademarks, copy rights and other pertinent regulations affecting the use of these types of symbols.
7. Implement the Continental Divide Trail Leadership Council Charter, and Vision and Guiding Principles.
8. Recognize through a trail location certification process official segments of the CDT.
9. Provide for a federal government website providing CDT information, links, and official CDT location maps. Coordinate website information with CDTA.



10. Provide for a Geographic Information System maintaining data of the certified location of the CDT, and the multi-year program and budget needs to complete the Trail.

E. CDTA SHALL:

1. Develop an efficient and effective CDT membership organization that fulfills the needs of the public, supports the federal land management agencies, and increases the visibility of the CDT.
2. Educate the public about environmental and recreational ethics, and the historical, cultural, and recreational significance of the CDT.
3. Promote the CDT and its associated programs through public meetings, presentations, new releases, website, and printed materials. Implement a media campaign that emphasizes the CDT and issues related to the Trail.
4. Build relations with federal, state and local land managers, and agencies related to the CDT, for purposes of gaining their support and developing field-level partnerships.
5. Coordinate with local and regional trail groups, individuals, private businesses and government agencies to plan, design, build, and maintain the CDT.
6. Develop a volunteer recruitment program, and collect donations to further CDTA program objectives to assist in the management and operation of the CDT in keeping with government management plans, programs, and policies. Mobilize volunteers and build partnerships to assist with approved construction and maintenance of the CDT. Develop and maintain publications and a website encouraging volunteer involvement in CDT projects and coordinate programs such as Adopt-A-Trail.
7. Assist the Agencies in developing Trail management strategies and construction, reconstruction, and maintenance plans for the CDT.
8. Publish a newsletter encouraging the responsible use, enjoyment, protection, and improvement of the CDT in addition to volunteering and partnerships.
9. Obtain the prior written permission of the appropriate agency official(s) for the use of CDT, agency names, logos, and symbols in its fundraising and public outreach efforts.

F. THE AGENCIES AND CDTA SHALL:

1. Coordinate and involve volunteers in the management, planning, and operation of the CDT, including signing, condition surveys, water development, Adopt-A-Trail program, construction, and maintenance activities.
2. Jointly plan and conduct an annual meeting with the objective of coordinating the management of the CDT.
3. Maintain and encourage responsible trail use and enjoyment, and encourage volunteer involvement in supporting the Trail along the Continental Divide throughout its 3,100 mile length.
4. Seek grants for the further development of the Trail, as appropriate and authorized.
5. Identify key projects and develop priorities for media campaigns that will increase Trail awareness, use and support, while being cognizant of Wilderness and other resource values.
6. Develop and maintain a communication plan and identify key meetings needed to increase effectiveness.



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

1. **NONDISCRIMINATION**. The parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities.
2. **RESTRICTION FOR MEMBERS OF CONGRESS**. No member of Congress shall be admitted to any share or part of this Agreement, or any benefits that may arise therefrom.
3. **FEDERAL ADVISORY COMMITTEE ACT (FACA)**. The parties will comply with the Federal Advisory Committee Act to the extent it applies.
4. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
5. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts the Agencies or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
6. **COMMENCEMENT/EXPIRATION/TERMINATION**. This MOU takes effect upon the signature of the Agencies and CDTA and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Agencies or CDTA and the subsequent written concurrence of the other(s). Either the Agencies or CDTA may terminate this MOU with a 60-day written notice to the other(s).
7. **RESPONSIBILITIES OF PARTIES**. The Department of Agriculture and Department of Interior and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.



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8. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Agencies Project Contact***

Greg Warren  
740 Simms Street  
Golden, CO 80401  
Phone: 303-275-5054  
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***Cooperator Project Contact***

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***Agencies Administrative Contact***

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Susan Plothow  
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E-Mail: susan@cdtrail.org

9. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Agencies or CDTA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Agencies and CDTA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

10. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

11. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

The authority and format of this instrument has been reviewed and approved for signature.

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Forest Service Agreements Coordinator      Date



*Maureen McBue*  
Abigail R. Kimball  
Regional Forester  
Northern Region  
USDA - Forest Service

*Martin C. Ott*  
Martin C. Ott  
Montana State Director  
USDI - Bureau of Land  
Management  
*08/30/05*  
Date

*Michael D. Snyder*  
Michael D. Snyder  
Acting Regional Director,  
Intermountain Region  
USDI - National Park Service  
*8/5/05*  
Date

Date

*Wick D. Cables*  
Wick D. Cables  
Regional Forester  
Rocky Mountain Region  
USDA - Forest Service

*for K. Lynn Bennett*  
K. Lynn Bennett  
Idaho State Director  
USDI - Bureau of Land  
Management  
*9/6/05*  
Date

*Bruce Ward*  
Bruce Ward  
Executive Director  
Continental Divide Trail Alliance  
*8/5/05*  
Date

Date

*for Jack G. Troyer*  
Jack G. Troyer  
Regional Forester  
Intermountain Region  
USDA - Forest Service

*for Robert A. Bennett*  
Robert A. Bennett  
Wyoming State Director  
USDI - Bureau of Land  
Management

*Paula Ward*  
Paula Ward  
Executive Director  
Continental Divide Trail Alliance  
*8/5/05*  
Date

Date

Date

*Harv Forsgren*  
Harv Forsgren  
Regional Forester  
Southwest Region  
USDA - Forest Service  
*5 August 2005*  
Date

*for Ron Wenker*  
Ron Wenker  
Colorado State Director  
USDI - Bureau of Land  
Management  
*5 Aug 05*  
Date

*Linda S. C. Rundell*  
Linda S. C. Rundell  
New Mexico State Director  
USDI - Bureau of Land  
Management  
*8/5/05*  
Date

