

Attachment 1



MEMORANDUM OF UNDERSTANDING among the

**DEPARTMENT OF AGRICULTURE
Forest Service**

**DEPARTMENT OF COMMERCE
International Trade Administration
National Oceanic and Atmospheric Administration**

**DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Reclamation
Fish & Wildlife Service
National Park Service**

**DEPARTMENT OF TRANSPORTATION
Federal Highway Administration**

**UNITED STATES DEPARTMENT OF THE ARMY
United States Army Corps of Engineers**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION
and the**

WESTERN STATES TOURISM POLICY COUNCIL

This Memorandum of Understanding (MOU) is made and entered into by and among the United States Department of Agriculture (USDA): Forest Service (FS); United States Department of Commerce: International Trade Administration (ITA), National Oceanic and Atmospheric Administration (NOAA); United States Department of the Interior (DOI): Bureau of Indian Affairs (BIA), Bureau of Land Management (BLM), Bureau of Reclamation (BOR), Fish & Wildlife Service (FWS), National Park Service (NPS); United States Department of Transportation (DOT): Federal Highway Administration (FHWA); United States Department of the Army (ARMY): United States Army Corps of Engineers (the Corps); and the Advisory Council on Historic Preservation (ACHP) hereinafter referred to by their initials or collectively as the Agencies and the consortium of western states tourism offices of Alaska, Arizona, California, Colorado, Hawaii,

Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming collectively known as the Western States Tourism Policy Council (WSTPC), hereinafter referred to by its name or initials.

I. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the FS, ITA, NOAA, BIA, BLM, BOR, FWS, NPS, FHWA, the Corps, ACHP, and the WSTPC. The Agencies and the WSTPC desire to work together to achieve the common goals of advancing the domestic and international public's awareness of travel and tourism on federal lands, waters and shores and to encourage use of these travel and tourism opportunities in an environmentally and culturally sensitive manner, using natural resources to produce long-term economic, business development, educational and recreational benefits, especially in rural areas.

The Agencies and the WSTPC shall continue to work together to coordinate and support initiatives and joint conferences, such as the development of sustainable projects and policies. The Agencies and the WSTPC shall cooperate with state, local, tribal, regional and private entities to:

- Enhance the visitor experience on and access to federal lands, waters and shores;
- Expand opportunities for small business development in travel and tourism industries;
- Support the long-term economic viability of communities in the western United States and local travel and tourism industries that serve those communities;
- Protect and interpret as appropriate the natural, environmental, cultural, and historical resources which serve as the foundation for travel and tourism;
- Respect the needs and values of citizens in the western United States;
- Promote the principles of sustainable tourism; and
- Satisfy the provisions of the National Travel and Tourism Strategy calling for public-private marketing partnerships.

II. APPLICABLE AUTHORITIES

The DOI has the authority to enter into this MOU pursuant to 16 U.S.C. §§ 1-3, 4601, 464, and 661; and 43 U.S.C. § 1737(b).

The BIA has the authority to enter into this MOU pursuant to the Education and Training Program, 23 U.S.C. § 6004.

The BLM has the authority to enter into this MOU pursuant to the Federal Land Policy and Management Act, as amended, 43 U.S.C. §§ 1701-1782.

The BOR has the authority to enter into this Agreement pursuant to the Reclamation Act, June 17, 1902, as amended, 43 U.S.C. §§ 371 *et seq.* and the Take Pride in America Act, 16 U.S.C. §§ 4601-4609.

The FWS has the authority to enter into this MOU pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. § 460k-2; Fish and Wildlife Conservation Act of 1980, 16 U.S.C. § 2901 *et seq.*; Fish and Wildlife Coordination Act, 16 U.S.C. § 661; and the National Wildlife System Administration Act, 16 U.S.C. §§ 668dd-ee.

The NPS has the authority to enter into this MOU pursuant to the General Authority to Take Actions That Promote and Regulate Units of the National Park System, 16 U.S.C. §§ 1-3.

The FS has the authority to enter into this MOU pursuant to the Organic Administration Act of 1897, 16 U.S.C. § 551, and the Multiple Use-Sustained Yield Act, 16 U.S.C. § 528 *et seq.*

The ITA has the authority to enter into this MOU pursuant to the Act of February 14, 1903, 15 U.S.C. § 1512, and Section 201 of the International Travel Act of 1961, as amended, 22 U.S.C. § 2122.

NOAA has the authority pursuant to the National Marine Sanctuaries Act 16 U.S.C. 1431 *et seq.* as amended, the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, and the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1801(3), and the America COMPETES Act, 33 U.S.C. 893a.

The Corps has authority to enter into this MOU pursuant to existing project and programmatic authorizations, including the Flood Control Act of 1944, as amended (16 U.S.C. § 460d), the Federal Water Project Recreation Act (16 U.S.C. §§ 460l-12, *et seq.*), and the Water Resources Development Act of 1990 (33 U.S.C. § 2320), which provide public outdoor recreation opportunities.

The DOT has the authority to enter into this MOU pursuant to the Department of Transportation Act, as amended, 49 U.S.C. §§ 101 and 301.

The Advisory Council on Historic Preservation has the authority to enter into this agreement pursuant to the National Historic Preservation Act of 1966, 16 U.S.C. § 470j.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Agencies that are responsible for the management of federal lands, waters and shores are dedicated to increasing public awareness, stewardship and appreciation of and access to these resources and their management. Potential benefits from encouraging responsible travel and tourism using federal lands, waters and shores extend beyond the United States' borders.

The Agencies that are not responsible for federal land and water management are dedicated to providing technical assistance for sustainable development and or use of federal lands and small business development and cultural and natural resource protection and enhancement. As appropriate, these Agencies also conduct their programs to complement the preservation and promotion of cultural and natural resources on federal lands and waters.

The American Indian Nations have a rich heritage that enhances America's cultural diversity and inspires visitors from around the world. The Agencies respect and recognize the sovereignty of

tribal nations and each tribe's approach to tourism development. The Agencies will work together with the American Indian Alaska Native Tourism Association (AIANTA) to facilitate coordination, collaboration, and communication with tribal governments and tribal tourism organizations.

Federal lands, waters and shores provide important travel and tourism opportunities that appeal to Americans and international visitors. Travel and tourism on federal lands, waters and shores provide significant economic, health, educational, and recreational benefits for the United States in general and rural communities in particular. Encouraging international tourism on and adjacent to federal lands, waters and shores also provides a positive impact on the national balance of trade and a better understanding of American society and culture.

Visitors to federal lands, waters and shores and residents of rural areas in the United States can be better served if the Agencies and the WSTPC work together toward mutually beneficial objectives. Meeting these objectives will contribute to the sustainability of local communities through the conservation and management of America's federal lands, waters and shores.

The mission of the WSTPC is to foster a positive environment for travel and tourism by serving as a forum for identifying, researching, analyzing, and advocating travel and tourism related issues affecting public policy and opinion in the western United States.

IV. THE AGENCIES AGREE, AS APPLICABLE TO EACH MISSION AND AS AVAILABLE FUNDING ALLOWS, TO:

Develop and distribute information about travel, tourism, and recreational opportunities in the western United States.

Provide assistance to travel and tourism organizations in planning, development, marketing, and management of travel and tourism on federal lands.

Organize, encourage, and participate in community activities that enhance understanding about the use of travel and tourism to diversify the economic base of communities.

Organize and conduct assessments and educational programs that enhance the ability of Agencies to manage travel and tourism activities in balance with stewardship responsibilities.

Coordinate with private entities and tribal, state, and local governmental entities to provide tourism opportunities.

Promote sustainable management practices to conserve natural, historic, and cultural resources on federal lands, waters and shores and encourage complementary strategies in communities and on non-federal lands, waters and shores.

Meet with WSTPC at least two times a year to develop recommended actions, a research plan, and coordinate work plan priorities for the following year.

V. THE WSTPC AGREES, AS AVAILABLE FUNDING ALLOWS, TO:

Assist the resource and land management Agencies and the communities involved in travel and tourism projects.

Assist in the development, distribution, and use of education materials, and resource assessments related to travel and tourism on federal lands, waters and shores.

Help the Agencies determine which information relating to travel opportunities on federal lands, waters and shores is needed by the travel and tourism industry and how best to disseminate that information.

Assist the Agencies in planning, development, marketing, and management of travel and tourism on federal lands, waters and shores.

Obtain prior written approval from the affected Agencies of all press releases, published advertisements, or other statements intended for the public that refer to this MOU or the Department of the Interior, or any of its agencies; the United States Department of Agriculture or the U.S. Forest Service; Army or any of its agencies; the Department of Commerce or the International Trade Administration; or the Department of Transportation or the Federal Highway Administration.

Meet with the Agencies two times a year to develop recommended actions, research analysis, and coordinate work plan priorities for the following year.

VI. IT IS MUTUALLY AGREED BY AGENCIES AND THE WSTPC THAT:

The Agencies, WSTPC, 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.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving the exchange of funds or manpower, reimbursement, or contribution of fund between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, 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 MOU does not provide such authority.

Nothing in this MOU shall be construed as affording any entity any preferential treatment, exclusive rights, or privileges.

The parties intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

Specific work projects or activities that involve the transfer of funds, services or property among parties to this MOU will require the execution of separate agreements or contracts, contingent upon available funds from the WSTPC or as appropriated by Congress. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between parties to this MOU must comply with all applicable statutes and regulations, including statutes and regulations applicable to procurement activities and must be independently authorized by appropriate statutory authority.

This MOU in no way restricts the FS, ITA, NOAA, BIA, BLM, BOR, FWS, NPS, FHWA, Army, the Corps, ACHP, or the WSTPC from participating in similar activities or arrangements with other public or private agencies.

Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive or instructions and will be resolved by consultation between the parties or in accordance with DoDI 4000.19.

This MOU shall take effect upon the signature of all parties and shall remain in effect for time period up to 5 years from the date of execution. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety. The MOU may be extended or amended upon written request of any party and the subsequent written concurrence of other parties. Any party's participation in this MOU may be terminated after a 60 days written notice to other parties.

Nothing in this agreement shall be interpreted to imply that the United States Department of Agriculture or any of its agencies; the United States Department of the Interior or any of its agencies; the United States Department of Commerce, or any of its agencies; the United States Department of Transportation or any of its agencies; the Army or any of its agencies; or the Advisory Council on Historic Preservation endorse any product or service of the WSTPC. The WSTPC will not take any action or make any statement that suggests or implies such an endorsement.

Additional agencies may be added to this MOU with the concurrence of the present cooperators.

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

VII. PRINCIPAL CONTACTS

The following will be the principal contacts for their respective Agencies and organizations for the purposes of implementation of this MOU:

Department of the Interior John Blair and Vicki Dixon John_blair@ios.doi.gov Vicki_dixon@ios.doi.gov	U.S. Department of Commerce National Oceanic and Atmospheric Administration Katya Wowk and Bill Douros Katya.wowk@noaa.gov William.douros@noaa.gov
Bureau of Indian Affairs Edward Hall Edward.hall@bia.gov	Department of Transportation Aung Gye and Gary Jensen Aung.gye@dot.gov Gary.jensen@dot.gov
Bureau of Land Management Angela West awest@blm.gov	Advisory Council on Historic Preservation Ronald D. Anzalone ranzalone@achp.gov
Bureau of Reclamation Patricia Aaron paaron@usbr.gov	United States Army Corps of Engineers Mary Coulombe Mary.j.coulombe@usace.army.mil
Fish and Wildlife Service Kevin Kilcullen Kevin_kilcullen@fws.gov	Western States Tourism Policy Council (WSTPC) Diane Shober, Chairwoman dianeshober@visitwyo.gov
National Park Service Dean Reeder Dean_reeder@nps.gov	Western States Tourism Policy Council (WSTPC) Sherry Henry, Secretary/Treasurer sherry@azot.gov
United States Forest Service Kristen Nelson kristennelson@fs.fed.us	
U.S. Department of Commerce National Travel & Tourism Office Isabel Hill and Julie Heizer Isabel.hill@trade.gov Julie.heizer@trade.gov	

Western States Tourism Policy Council

<p align="center"><u>Alaska</u></p> <p>Susan Bell, Commissioner Alaska Department of Commerce Community and Economic Development</p>	<p align="center"><u>Nevada</u></p> <p>Claudia Vecchio, Director Nevada Commission on Tourism</p>
<p align="center"><u>Arizona</u></p> <p>Sherry Henry, Director Arizona Office of Tourism</p>	<p align="center"><u>New Mexico</u></p> <p>Monique Jacobson, Cabinet Secretary New Mexico Department of Tourism</p>
<p align="center"><u>California</u></p> <p>Caroline Beteta, CEO Visit California</p>	<p align="center"><u>Oregon</u></p> <p>Todd Davidson, CEO Travel Oregon</p>
<p align="center"><u>Colorado</u></p> <p>Al White, Director Colorado Tourism Office</p>	<p align="center"><u>Utah</u></p> <p>Vicki Varela, Director Utah Office of Tourism and Film</p>
<p align="center"><u>Hawaii</u></p> <p>Mike McCartney, President & CEO Hawaii Tourism Authority</p>	<p align="center"><u>Washington</u></p> <p>Louise Stanton-Masten, Executive Director Washington Tourism Alliance</p>
<p align="center"><u>Idaho</u></p> <p>Diane Norton, Tourism Manager Idaho Division of Tourism Development</p>	<p align="center"><u>Wyoming</u></p> <p>Diane Shober, Director Wyoming Office of Travel and Tourism</p>
<p align="center"><u>Montana</u></p> <p>Jeri Duran, Administrator Montana Promotion Division</p>	

VIII. SIGNATORIES



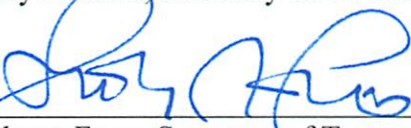
Sally Jewell, Secretary of Interior



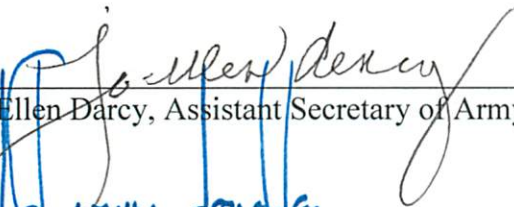
Tom Vilsack, Secretary of Agriculture



Penny Pritzker, Secretary of Commerce



Anthony Foxx, Secretary of Transportation



Jo-Ellen Darcy, Assistant Secretary of Army (Civil Works)



Milford Wayne Donaldson, Chairman, Advisory Council on Historic Preservation



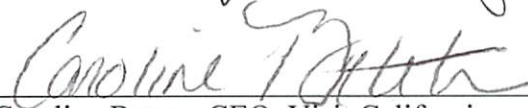
Diane Shober, Chair, Western States Tourism Policy Council
Director, Wyoming Office of Travel and Tourism



Susan Bell, Commissioner, Alaska Department of Commerce
Community and Economic Development



Sherry Henry, Director, Arizona Office of Tourism



Caroline Beteta, CEO, Visit California

Al White

Al White, Director, Colorado Tourism Office

Mike McCartney

Mike McCartney, President and CEO, Hawaii Tourism Authority

Diane Norton

Diane Norton, Manager, Idaho Division of Tourism Development

Jeri Duran

Jeri Duran, Administrator, Montana Promotion Division

Claudia Vecchio

Claudia Vecchio, Director, Nevada Commission on Tourism

Monique Jacobson

Monique Jacobson, Cabinet Secretary, New Mexico Department of Tourism

Todd Davidson

Todd Davidson, Chief Executive Officer, Travel Oregon

Vicki Varela

Vicki Varela, Director, Utah Office of Tourism and Film

Louise Stanton-Masten, Executive Director, Washington Tourism Alliance

Date Signed: