

MEMORANDUM OF UNDERSTANDING

AMONG THE

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
UNITED STATES FOREST SERVICE AND
NATIONAL INSTITUTE OF FOOD AND AGRICULTURE**

ON SUPPORTING THE NATION’S OUTDOOR RECREATION ECONOMY

I. PURPOSE

This memorandum of understanding (MOU) is entered into by the United States Department of Agriculture (USDA), Rural Development (Rural Development), United States Forest Service (Forest Service), and National Institute of Food and Agriculture (NIFA), collectively “the Parties,” to coordinate activities aimed at supporting the economy of communities that are adjacent to National Forests and Grasslands (gateway communities) and the sustainable development of the recreation economy nationwide.

II. BACKGROUND, MUTUAL INTERESTS, AND OBJECTIVE

Building the recreation economy in the United States is one of USDA’s top priorities.

Rural Development’s mission is to help improve the economy and quality of life in rural America. Through its financial and technical assistance programs, Rural Development has been supporting rural communities in strategizing for the future, accessing needed infrastructure, creating private sector jobs protecting and rehabilitating forests and wetlands, and providing increased business opportunities for outdoor recreation.

As one of the primary Federal land management agencies, the Forest Service provides leadership in the protection, management, and use of the National Forests and Grasslands. These assets are major economic drivers, with Forest Service contributions through outdoor recreation exceeding \$10 billion annually to the nation’s GDP through more than 145 million annual visits. Much of this economic impact occurs in gateway communities, offering opportunities to engage in the recreation industry, which supports more than 6.1 million jobs across the United States.

NIFA, which is part of USDA’s research, education, and economics mission area, uses an integrated approach to ensure scientific discoveries reach the people who can use them. Through partnerships with the land-grant university system and governmental, private, and nonprofit organizations, NIFA delivers research, education, and extension programs that provide solutions to those who need them.

Given these shared interests, the Parties are making financial investments and delivering technical assistance in common target areas. The Parties desire to build on their existing collaboration and coordination to support the economy of gateway communities and the sustainable development of the recreation economy nationwide. This approach is intended to improve the delivery of programs and services the Parties offer to gateway communities by leveraging their resources to deliver technical assistance, training, and outreach efforts and finance infrastructure and business development projects that promote the outdoor recreation economy in the United States.

III. AUTHORITIES

Rural Development will implement this MOU under 7 U.S.C. § 2204b.

The Forest Service will implement this MOU under the Forest Service's Organic Administration Act, 16 U.S.C. § 551; the Multiple Use–Sustained Yield Act, 16 U.S.C. § 528 *et seq.*; the Federal Lands Recreation Enhancement Act, 16 U.S.C. §§ 6801-6814; the National Forest System Trails Stewardship Act of 2016, 16 U.S.C. §§ 583k-1 through 583k-5; and the Native Tourism and Improving Visitor Experience Act, Pub. L. No. 114-221.

NIFA will implement this MOU under the Regional Rural Development Centers (RRDCs) program. RRDCs are authorized under the Competitive, Special, and Facilities Research Grants Act, 7 U.S.C. § 3157(c). The purpose of RRDCs is to promote excellence in research, education, and extension essential to assist and support rural development in the United States on a regional and national level and to facilitate coordination and cooperation of research, extension, and education among states and land-grant universities.

IV. CONTRIBUTIONS OF THE PARTIES

The Parties agree to work together to improve coordination of their programs and services to gateway communities and stakeholders of the recreation industry. This work will include, to the extent permitted by law:

- A) Collaborating on methods and related guidance pertaining to streamlined technical assistance for regional planning efforts in gateway communities, such as creation of strategic partnerships among the Parties during revision of Forest Service land management plans, especially in regions where the Parties are undertaking regional economic development planning.
- B) Coordinating streamlined delivery of financing from Rural Development and NIFA, such as leveraging their resources to support implementation of Forest Service land management plans, financing infrastructure and business development projects supporting the recreation industry in gateway communities, and jointly conducting outreach regarding available financing to Rural Development and NIFA staff and potential program applicants.

- C) Jointly developing and delivering technical assistance to and training opportunities for the Parties' staff, State and local governments, Tribes, and other non-federal partners, such as planning assistance, conducting webinars, workshops, and information sessions, developing toolkits, and posting examples of successful projects on websites, on best practices for supporting sustainable growth of the recreation economy.
- D) The Parties also agree to:
 - 1) Develop an annual plan outlining major activities and initiatives related to paragraphs IV.A through IV.C; and
 - 2) Provide an annual report to be distributed to their leadership highlighting annual accomplishments under this MOU.
- E) Any activities or initiatives from the annual plan which require interagency funding will be documented by a separate interagency agreement using the 7600 series of forms consistent with paragraph X.

V. PUBLICITY

The Parties will coordinate all public statements and other disclosures related to this MOU. No Party to this MOU may issue any publicity regarding this MOU unless all the Parties agree in writing and in advance on its form, timing, and contents.

VI. CONDUCT OF ACTIVITIES

The Parties will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this MOU. In implementing this MOU, each Party will be operating under its own laws, regulations, and policies and will be subject to the availability of appropriated funds.

VII. EXISTING AUTHORITY

Nothing in this MOU is intended to alter, limit, or expand any of the Parties' statutory and regulatory authority.

VIII. EFFECTIVE DATE, DURATION, AND TERMINATION

This MOU will become effective when it is fully executed and will remain in effect until terminated in writing by all the Parties. Any Party may terminate its participation in this MOU for any reason by giving 30 days prior written notice to the other Parties. Upon receipt of that notice, the Parties will meet promptly to discuss the reasons for the notice and will try to resolve the concerns prompting it.

IX. AMENDMENTS

This MOU may be amended at any time with the written agreement of all the Parties.

X. NON-FUND OBLIGATING DOCUMENT

Nothing in this MOU requires any Party to obligate or transfer any funds. Specific projects or activities that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and will be contingent upon the availability of appropriated funds. Such projects and 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.

XI. NON-ENFORCEABILITY

This MOU is not intended to and does not create any substantive or procedural rights that are enforceable at law or equity against the United States or its officers, agents, and employees.

XII. LACK OF BENEFIT TO MEMBERS OF OR DELEGATES TO CONGRESS

Pursuant to 41 U.S.C. § 22, no member of or delegate to Congress may benefit from this MOU either directly or indirectly.

XIII. AGENCY CONTACTS

Rural Development: Tim O’Connell, Tim.Oconnell@usda.gov

Forest Service: Toby Bloom, Toby.Bloom@usda.gov

NIFA: Sarah Rucker, Sarah.Rucker@usda.gov

XIV. SIGNATORIES

**United States Department of Agriculture
Rural Development**

BY: _____ **DATE:** _____

NAME: _____

TITLE: _____

**United States Department of Agriculture
United States Forest Service**

_____ **DATE:** _____

NAME: RANDY MOORE

TITLE: CHIEF, USDA FOREST SERVICE

**United States Department of Agriculture
National Institute of Food and Agriculture**

BY: _____ **DATE:** _____

NAME: DR. DIONNE TOOMBS

TITLE: ACTING DIRECTOR, USDA NIFA

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

JOHN HEFNER  Digitally signed by JOHN HEFNER
Date: 2022.08.22 10:43:40 -07'00'

DATE: 8/22/2022

**JOHN HEFNER, WO
USDA, Forest Service Grants and Agreements Specialist**