



FS Agreement No. 17-MU-11100410-002

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**MUNICIPALITY OF ANCHORAGE, GIRDWOOD BOARD OF SUPERVISORS**  
**And The**  
**USDA, FOREST SERVICE**  
**CHUGACH NATIONAL FOREST, GLACIER RANGER DISTRICT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Municipality of Anchorage, hereinafter referred to as "MOA" and the Girdwood Board of Supervisors, hereinafter referred to as "GBOS," and the United States Department of Agriculture (USDA), Forest Service, Chugach National Forest, Glacier Ranger District, hereinafter referred to as the "U.S. Forest Service."

Background: This Memorandum of Understanding is the continuation of a relationship established between The U.S. Forest Service, MOA and GBOS in a 2012 Memorandum of Understanding (12-MU-11100410-007)

Title: Girdwood Valley Trails Cooperation

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a framework for cooperation to identify, prioritize, develop and maintain new and existing trails and outdoor recreation facilities located within the Girdwood Valley. This cooperation serves the mutual interest of the parties and the public and is in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Many trails in the Girdwood area cross multiple land ownerships and jurisdictions such as National Forest lands or easements, state lands, Municipality of Anchorage lands, and privately owned lands. Identifying, prioritizing, constructing, developing, and maintaining existing trails and associated recreation facilities is traditionally accomplished by the landowner. Efficiencies may be realized by working cooperatively on trail and recreation facilities in the Girdwood Valley.

The Forest Service is responsible for administering, protecting, and improving recreational resources on National Forest System lands and easements. Public desire in the Girdwood Valley to use recreational trails and facilities creates a need to develop, provide and maintain trails and other outdoor recreation facilities. Working with the MOA (Park & Recreation Department and Real Estate Development Department) and the GBOS, expands the Forest Service's capabilities to identify,



develop and provide quality trails and recreation experiences and fosters continued support for all trails within the Girdwood Valley.

The MOA, as delegated to the Parks and Recreation Department, is responsible for identification, prioritization, development, use and proper maintenance of municipal land and trails in Girdwood. The Heritage Land Bank Division of the Real Estate Department may partner with Parks and Rec and the Forest Service where trails cross HLB land and where trail development is identified in Heritage Land Bank Work Plan. Working with the Forest Service and GBOS expands the MOA's ability to provide quality trails and recreation experiences for residents and visitors to the Girdwood Valley.

The Girdwood Board of Supervisors, as delegated to the Girdwood Trails Committee (Committee), is responsible for recommendations to the MOA regarding new trails and the development, use and maintenance of existing trails. The Girdwood Trails Committee is Girdwood's trail advocacy group, consisting of Girdwood residents who volunteer to maintain and provide input on development of new trails and associated outdoor recreation facilities in the Girdwood community. Working with the Forest Service and MOA to provide recommendations on identification, development, maintenance and operation of trails and outdoor recreation facilities expands the GBOS ability to oversee quality trails and recreation experiences for residents and visitors to the Girdwood Valley.

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

### III. MOA SHALL:

- A. Meet with the Forest Service, GBOS and Committee to plan work projects, define specific tasks and responsibilities and establish deadlines for work to progress in a timely, realistic manner.
- B. Review all plans for new trail construction.
- C. Work cooperatively with the Forest Service, GBOS, Committee, private property owners, and the community to identify trail and recreation facility needs to enhance the trail and outdoor recreation infrastructure in Girdwood.
- D. Work cooperatively with the Forest Service, GBOS, Committee, private property owners, and the community to identify the current use and the sustainable carrying capacities for trail and outdoor recreation facilities in the Girdwood Valley.
- E. Work cooperatively with the Forest Service and GBOS to identify the need for trails in the Girdwood Valley.
- F. Participate in decision-making for prioritization of trail work.



- G. Prior to action, review and approve all trail work and constructions plans, and seek approval, as necessary, from appropriate boards, commissions and the Assembly.
- H. Assist the Forest Service, GBOS and Committee in recruiting volunteers for work events.

#### **IV. GBOS SHALL:**

- A. Meet with the Forest Service and MOA to plan work projects, define specific tasks and responsibilities and establish deadlines for work to progress in a timely, realistic fashion.
- B. Work cooperatively with the Forest Service and MOA to identify the need for trails in the Girdwood Valley.
- C. Work cooperatively with the Forest Service, MOA and the community to identify trail and recreation facility needs to enhance the trail and outdoor recreation infrastructure in the Girdwood Valley.
- D. Work cooperatively with the Forest Service, MOA and the community to identify the current use and the sustainable carrying capacities for trail and outdoor recreation facilities in Girdwood.
- E. Make recommendations to the MOA for identification and development of new trails and outdoor recreation facilities, and the maintenance and operation of existing trails and facilities in the Girdwood Valley.
- F. Review and provide recommendations to the MOA on all trail work and construction plans received from the Forest Service and GBOS regarding work projects, specific tasks and responsibilities, timelines and other improvements and enhancements proposed for any municipal lands.
- G. Assist the Forest Service and MOA in recruiting volunteers for work events.

#### **V. THE U.S. FOREST SERVICE SHALL:**

- A. Meet with the MOA and GBOS to plan work projects, define specific tasks and responsibilities and establish deadlines for work to progress in a timely manner.
- B. Document and provide copies to the GBOS and MOA of all decisions resulting from joint meetings with the Committee.
- C. Report progress on projects at the Committee's regular monthly meetings.





- D. On construction or maintenance projects with mutual interest, work with GBOS and MOA to develop separate agreements to provide personnel, equipment and or materials. A separate agreement with proper authority will need to be issued prior to any exchange of funds or value. See Clause IV.F. below.
- E. Work cooperatively with the GBOS and MOA to identify the current use of trails and related recreation opportunities, and assist in determining the sustainable carrying capacities for these facilities in the Girdwood Valley.
- F. Work cooperatively with the GBOS and MOA to identify trails and related recreation facilities needs in the Girdwood Valley.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts: Municipality of Anchorage**

<b>MOA Parks &amp; Recreation Contact</b>	<b>MOA Real Estate Department Contact</b>
Name: John Rodda, Director Address: PO Box 196650 City, State, Zip: Anchorage, AK 99519-6650 Telephone: 907-343-4562 FAX: 907-249-7552 Email: roddajh@muni.org	Name: Robin Ward, Director, HLB Address: PO Box 196650 City, State, Zip: Anchorage, AK 99519-6650 Telephone: 907-343-7536 FAX: 907-249-7763 Email: wardre@muni.org

**Principal Cooperator Contacts: Girdwood Board of Supervisors**

<b>Girdwood Board of Supervisors Contact</b>	<b>Girdwood Board of Supervisors Contact</b>
Name: Sam Daniel, Co-Chair Address: PO Box 390 City, State, Zip: Girdwood, AK 99587 Telephone: 907-343-8374 FAX: 907-738-8147 Email: gbos@muni.org	Name: Jerry Fox, Co-Chair Address: PO Box 390 City, State, Zip: Girdwood, AK 99587 Telephone: 907-343-8374 FAX: 907-738-8147 Email: gbos@muni.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: David Ilse Address: PO Box 129 City, State, Zip: Girdwood, AK 99587 Telephone: 907-754-2317 FAX: 907-783-2094 Email: dilse@fs.fed.us	Name: Mark Coonrad Address: PO Box 309 City, State, Zip: Petersburg, AK 99833 Telephone: 907-772-5877 FAX: 907-772-5895 Email: mcoonrad@fs.fed.us

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or MOA or GBOS 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 MOA or GBOS, at MOA or GBOS's address 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.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or MOA or GBOS from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of MOA or GBOS's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of MOA or GBOS's products or activities.
- E. **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.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for MOA or GBOS to use the U.S. Forest Service 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 Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. 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.
- H. 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).
- I. 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.
- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).



- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. MOA and GBOS are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Chugach National Forest of the U.S. Forest Service, Department of Agriculture"

MOA and GBOS may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. MOA and GBOS are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. MOA and GBOS 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. MOA and GBOS 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. MOA or GBOS 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 MOA or GBOS 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 January 31, 2022 at which time it will expire.
- 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.

Michael K. Abbott, Municipal Manager  
Municipality of Anchorage

1-12-17  
Date

TERRI MARCERON, Forest Supervisor  
U.S. Forest Service, Chugach National Forest

2/21/17  
Date

SAM DANIEL, Co-Chair  
Girdwood Board of Supervisors

2/6/17  
Date

JERRY FOX, Co-Chair  
Girdwood Board of Supervisors

2/11/17  
Date



JOHN RODDA, Director  
MOA Parks & Recreation Department

1-11-17

Date

Robin Ward, Director  
MOA Real Estate Development Department

4/10/17

Date

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

TINA MOYNIER  
U.S. Forest Service Grants Management Specialist

01/06/2017

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.