

**Wyoming Recreation Action Team (REACT)
Memorandum of Understanding
Between**

State of Wyoming

Wyoming Game and Fish Commission
Wyoming Office of State Lands and Investments
Wyoming Department of State Parks and Cultural Resources
Wyoming Department of Transportation
Wyoming Division of Travel and Tourism
Wyoming Department of Agriculture

AND

United States

Department of Interior Bureau of Land Management
Department of Interior National Park Service
Department of Interior Fish and Wildlife Service
Department of Agriculture Forest Service

Purpose:

The Wyoming Recreation Action Team (REACT) will work to build partnerships; identify opportunities and resolve issues affecting recreation and tourism in Wyoming. REACT is comprised of representatives from the following agencies that have interests and responsibilities for delivering recreation services and information to the public:

Wyoming

Wyoming Game and Fish Commission
Wyoming Office of State Lands and Investments
Wyoming Department of State Parks and Cultural Resources
Wyoming Department of Transportation
Wyoming Division of Travel and Tourism
Wyoming Department of Agriculture

United States

Department of Interior Bureau of Land Management
Department of Interior National Park Service
Department of Interior Fish and Wildlife Service
Department of Agriculture Forest Service

REACT Shall:

Operate per the Governor's request for an exception to the establishment of a Recreation Resource Advisory Council as provided for in the Federal Lands Recreation Enhancement Act, P.L.108-447 (REA), signed by President Bush on December 8, 2004.

Include recreation fee changes by Forest Service and Bureau of Land Management (BLM) as a standing agenda item at quarterly meetings. Review plans developed by Forest Service and BLM, in a consulting and advising capacity.

Make recommendations to the proposing agency per Section 3(b) of this agreement and ensure public input is solicited regarding the implementation, elimination and expansion of standard or expanded amenity recreation fees to Forest Service and BLM.

Conduct business in a manner that is open and transparent to the public.

Wyoming Division of Travel and Tourism Shall:

Maintain a common database of recreation fee charges in Wyoming based on data provided to Wyoming Division of Travel and Tourism by the Forest Service, BLM and State Parks and Cultural Resources. This database is intended to serve as a tracking tool and reliable source of fee information that can be used by REACT agencies to share with the public.

Federal Agencies Shall:

Annually provide REACT with existing recreation fees charged by federal agencies.

Forest Service and BLM Shall:

Publish notice in the Federal register and newspapers of record for new recreation fee proposals six (6) months before establishment of new fees.

Notify REACT prior to when recreation fee changes are proposed in Wyoming and seek REACT and public comments and suggestions as follows:

1. If recreation fee increases are proposed to compensate for routine cost of living adjustments, REACT will be informed but no further coordination is required.
2. If new recreation fees or substantive changes to existing fees are proposed, a reasonable time of at least three months will be provided to REACT and the public to submit comments and suggestions.

3. Timeline to be generally followed:
 - a. An agency will introduce to REACT a new fee proposal at any of the quarterly meetings. At this meeting, the agency will at a minimum:
 - i. explain the new fee proposal,
 - ii. explain how it is meeting the requirements of the REA law,
 - iii. explain the process used to determine the rates for the new fees,
 - iv. the proposed timeline for implementation,
 - v. answer any questions about the new fee proposal.
 - b. Within thirty days of the meeting, individual members of REACT can provide additional feedback to the agency about the new fee proposal.
 - c. After the thirty day comment period, and after considering REACT feedback, the agency may implement the new fees.
 - d. When the new fees are implemented, the agency will provide notification of the fee changes to the point of contact for the state recreation fee database.

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

REACT will elect co-chairs, one each from state and federal agencies to facilitate meetings, set agendas and perform duties typical of committee chairs.

REACT sub-Committees may be formed to accomplish specific tasks as assigned by REACT. Members of sub-committees may consult with industry representatives, agency staffs or other groups as needed.

REACT Meetings:

Location: REACT will meet primarily in Cheyenne.

Dates and Time: Meetings will be held quarterly or as needed. An annual meeting will be held in conjunction with the Governor's Conference on Tourism.

Sub-committee Meetings:

Location, Dates and Times: These meetings may be held anywhere in the state to best serve the needs of the task and sub-committee membership. Meetings may also be held by phone.

GENERAL PROVISIONS

1. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to Federal Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552). Information held by the State Agencies is subject to the terms of the Wyoming public records law (Wyo. Stat. Ann 16-4-201 et seq.).
2. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts the Federal Agencies or the State Agencies from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION**. This MOU takes effect upon the signature of the Federal Agencies and the State Agencies 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 Federal Agencies or the State Agencies and the subsequent written concurrence of the other(s). Either the Federal Agencies or the State Agencies may terminate this MOU with a 60-day written notice to the other(s).
4. **RESPONSIBILITIES OF PARTIES**. The Federal Agencies or the State Agencies will handle their own activities and use their own resources, including the expenditure of their own funds under this MOU.
5. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

**Wyoming Division of Travel and
Tourism (Representing State
agencies)**

Diane Shober, Director

1520 Etchepare Circle
Cheyenne, WY 82007
307-777-2808

**USDI Bureau of Land Management
(Representing Federal Agencies)**

Jane Darnell, Deputy State Director,
Resources

5353 Yellowstone; PO Box 1828
Cheyenne, WY 82002
307-775-6113

6. **NON-FUND OBLIGATING DOCUMENT**. Nothing in this MOU shall obligate either the Federal Agencies or the State Agencies to expend, 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 Federal Agencies or the State Agencies 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.

7. 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, the State of Wyoming, or their agencies, officers, or any person.
8. SOVEREIGN IMMUNITY. Neither the United States nor the State of Wyoming, nor any agency, waives its sovereign immunity by entering into this MOU, and each fully retains all its immunities and defenses as provided by applicable law with respect to any action based on or occurring as a result of this MOU.
9. THIRD PARTY BENEFICIARY. The parties do not intend to create any individual or entity the status of third party beneficiary. This MOU shall not be construed so as to create any third party beneficiary status.
10. ENFORCEABILITY. This instrument is a memorandum of understanding, unsupported by consideration, and is not a contract. While this instrument provides guidelines which the parties intend to follow, it is not enforceable against either party in any proceeding and there are no penalties for nonperformance.
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.

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12. APPROVALS. The parties hereto have executed this Memorandum of Understanding. By signature below, the State 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.

FOR THE USDA FOREST SERVICE, INTERMOUNTAIN REGION

Regional Forester

Date

FS Agreements Specialist

Date

