

MEMORANDUM OF UNDERSTANDING

Between

Florida Four Wheel Drive Association

And the

**United States Department of Agriculture Forest Service
National Forests in Florida**

This memorandum of understanding is made between the Florida Four Wheel Drive Association (FL4WD) and the USDA Forest Service, National Forests in Florida, Ocala National Forest (FS).

A. Purpose

To establish the overall terms and conditions for both parties to cooperate in providing a designated four-wheel driveway opportunity on existing forest system roads in the Ocala National Forest.

B. Statement of Mutual Benefits and Interest:

The FS is a public agency committed to providing quality outdoor recreation opportunities. The FL4WD is a non-profit corporation created for the purpose of promoting sustainable motorized recreation opportunities in the State of Florida. It is mutually beneficial for the FS and FL4WD to cooperate in the management of sustainable, quality outdoor recreation opportunities. The FS plans to designate an 81-mile four-wheel driveway (FWDW) opportunity on existing forest system roads designated for use by highway legal vehicles. The FS has defined the type of trail experience offered to comply with laws that guide National Forest management and to meet policies and Forest Plan direction. An essential feature of the designated FWDW is that it provides an opportunity for visitors to learn about and explore the forest in harmony with the natural setting (FSM 2303(1), FSH 2309.18, 2.32c) and at slower speeds. Furthermore, both parties desire to manage the FWDW to prevent resource damage; to encourage study and enjoyment of nature; highlight the importance of conservation; provide scenic and visual enjoyment; and instill appreciation of the nation's history, cultural resources, and traditional values (FSM 2302).

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

C. The Forest Service Shall:

1. To the extent possible, provide motorized recreation opportunities that are in balance with overall Forest management objectives as follows:
 - Use of motorized routes will either facilitate or, at least, will not interfere nor detract from the FS ability to accomplish resource management work intended to

achieve Forest Plan-goals to restore and maintain this unique and special ecosystem.

- Manage a portion of the FWDW (Long Pond) as seasonally open part of the year (Nov-Apr) to reduce wildlife disturbance, user conflict, and allow vegetation to recover part of the year.
 - Restore ecosystems such as the transmission line along FS Road 573, Blue Sink, Volusia Bear Hole, and/or Baptist Lake that have received historical disturbances by unmanaged motorized use.
 - Be responsible for determining when motor vehicle use on a National Forest System road or National Forest System trail or in an area on National Forest System lands is directly causing or will directly cause considerable adverse effects on public safety or soil, vegetation, wildlife, wildlife habitat, or cultural resources associated with that road, trail, or area. The FS shall immediately close that road, trail, or area to motor vehicle use until an official determines that such adverse effects have been mitigated or eliminated and that measures have been implemented to prevent future recurrence (36 CFR 212.52 (a)(2)).
2. Assist with training FL4WD members about Forest Service FWDW management, safety regulations, and on the Ocala National Forest ecosystems.
 3. Process FL4WD members as volunteers by reviewing applications, background checks, and references.
 4. Seek grant funding to assist with direct FS expenditures related to management of the FWDW.
 5. Serve as an advisor to the FL4WD Board of Directors on matters relating to the Ocala National Forest.
 6. Review and approve all written material disseminated by the FL4WD where the FS is a party of interest.

D. Florida Four Wheel Drive Association Shall:

1. Coordinate all maintenance and education activities on National Forest land with the designated FS liaison. The FL4WD will develop an Operating Plan which outlines routine maintenance items to accomplish annually.
2. Serve as the primary partner for maintenance to the FWDW including trail and trailhead signing, seasonal closure signing, restoration, and tread maintenance after work is approved.

3. Provide guidance to its member clubs on process and regulations regarding motorized use of the Ocala National Forest.
4. Seek grant funding to help the FS programs reach management goals and objectives.
5. Recruit members to serve as a pool of volunteers to assist with operation and maintenance and ensure that volunteers working with the public meet established FS standards.
6. Assist the FS to promote the purposes of the FWDW which are to prevent resource damage; to encourage study and enjoyment of nature; highlight the importance of conservation; provide scenic and visual enjoyment; and instill appreciation of the nation's history, cultural resources, and traditional values.

E. It is mutually agreed that:

1. This MOU takes effect upon the signature of the Forest Service and FL4WD and, unless terminated by written notice, will remain in effect until September 30, 2013, at which time it is subject to review, renewal, or expiration. Either party may terminate the agreement by providing 90 days written notice to the other.
2. It is understood that for purposes of Federal Worker's Compensation, volunteers working for the FS will be considered employees of the Federal government. FL4WD volunteers must meet and follow all safety requirements.
3. Either party is to report any identified problems to the principal contact of the other agency.
4. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
5. This agreement constitutes the entire agreement between the parties. Modifications to this agreement may be proposed by either party and shall become effective upon written execution of the modification, signed and dated by both parties.
6. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

7. This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
8. The Forest Service and FL4WD and their respective agencies and office 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.
9. 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.
10. Signatory Officials for this agreement:

Susan Jeheber-Matthews
Forest Supervisor
USDA Forest Service
NF's in Florida
325 John Knox Road
Suite F-200
Tallahassee, FL 32303-4160
(850) 523-8549

Jason Kawaja
President, FL4WD Association
14027 NW 10th Road
Jonesville, FL 32669
(352) 392-4568

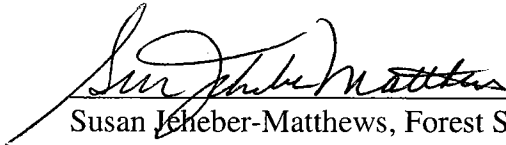
11. The principal contacts for this instrument are:

Bret Bush
Recreation Program Manager
Ocala National Forest
17147 East Highway 40
Silver Springs, Florida 34488
(352) 625-2520 ext. 2509

Jason Kawaja
President, FL4WD Association
14027 NW 10th Road
Jonesville, FL 32669
(352) 392-4568

12. 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.

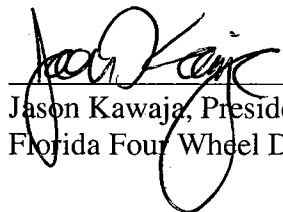
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



Susan Leheber-Matthews, Forest Supervisor
USDA Forest Service

7-16-08

Date



Jason Kawaja, President
Florida Four Wheel Drive Association

07-10-08

Date

This agreement has been reviewed and approved for format and authority.



Sharon Moore, FS Agreements Specialist

Date