

General Agreement
between:
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
and the
ACCESS FUND

This General Agreement (hereinafter “Agreement”) is entered into by and between the National Park Service, a bureau of the United States Department of the Interior (hereinafter “NPS”), and the Access Fund, a non-profit corporation.

ARTICLE I: BACKGROUND AND OBJECTIVES

WHEREAS, the NPS Organic Act and the General Authorities Act (16 U.S.C. 1, 2-4) provide key management authority for units of the national park system, including the direction to preserve unimpaired the natural and cultural resources and the values of the national park system for the enjoyment, education, and inspiration of this and future generations; and

WHEREAS, the NPS is committed to providing appropriate, high quality opportunities for visitors to enjoy the units of the national park system consistent with its stewardship responsibilities; and

WHEREAS, the Access Fund is a national, non-profit organization dedicated to maintaining access to climbing resources and conserving the climbing environment; and

WHEREAS, the Access Fund represents a large segment of the American climbing public and is a recognized leader in establishing climbing ethics, promoting volunteerism, and helping to inform appropriate land-use management on Federal lands; and

WHEREAS, resource protection priorities, types and levels of visitor use, safety and environmental factors; and resources suitable for rock climbing or mountaineering vary widely among national parks; and

WHEREAS, climbing is permitted in national parks as determined by NPS laws, regulations, and policies to assure protection of natural and cultural resources, aesthetic values and wilderness character where applicable while promoting visitor safety and the appreciation of park resources; and

WHEREAS, climbing and mountaineering play a valuable role in tourism and in connecting people to parks; and

WHEREAS, this Agreement is consistent with regulations promulgated by NPS; and

WHEREAS, this Agreement will benefit the NPS, the resources it manages, as well as visitors to units of the national park system, the Access Fund, its membership, the climbing community, and the public generally;

THEREFORE, the NPS and the Access Fund desire to cooperate and mutually agree to collaborate as described below.

ARTICLE II: AUTHORITIES

- A.** The NPS will carry out its activities of this Agreement pursuant to the general management authorities of the Organic Act of 1916 and **16 U.S.C. §§ 1 – 3.**

ARTICLE III: TERMS OF AGREEMENT

Both Parties mutually agree to the following terms:

A. Statement of Mutual Interests and Benefits:

1. Both Parties to this Agreement support the conservation, stewardship, and protection of national parks, and encourage recreational uses of the parks that are consistent with those practices.
2. Both Parties to this Agreement are interested in providing public access to national parks and outdoor recreational opportunities in a safe and environmentally sound manner.
3. Both Parties to this Agreement wish to maintain effective communication and disseminate information about best practices and opportunities in national park areas where climbing may be conducted in a safe and environmentally sound manner that is consistent with NPS laws, regulations, and policies.

B. Subject to availability of personnel and funds, and as appropriate and compatible with all applicable law, regulations, and plans, the NPS agrees to:

1. Work to identify appropriate places to climb.
2. Make the terms and objectives of this Agreement available to park management in order to support planning and management of climbing opportunities within the national park system.
3. Coordinate with the Access Fund to identify mutually beneficial projects or activities, and to seek ways to collaborate.
4. Disseminate information about the climbing opportunities within the national park system and about planned construction or resource protection or restoration projects that may affect access to established climbing areas. Promote safety and collaborate in developing visitor safety messages where appropriate.

5. Identify opportunities for collaboration where research and monitoring will contribute towards a better understanding of the values of climbing and outdoor recreation and its influence on the natural and cultural resources, scenic and aesthetic values, wildlife, visitor experience, and economic activities in parks and surrounding communities.

C. Subject to availability of personnel and funds, the Access Fund agrees to:

1. Encourage responsible climbing practices and stewardship among the climbing community, and participate with the NPS in developing and disseminating information that fosters safe climbing practices, promotes stewardship and conservation, and encourages responsible use and outdoor ethics.
2. Work with the NPS to engage with and educate park staff and stakeholders (such as tour operators) and other interested entities about issues and opportunities associated with climbing activities, and encourage volunteerism and collaboration with NPS on mutually beneficial projects or activities.
3. Help create and carry out education, interpretation, and assistance efforts in cooperation with the NPS, and highlight climbing programs, events, and initiatives in national parks in coordination with the NPS management personnel.
4. Make the terms and objectives of this Agreement available to its members and volunteers, and encourage their participation with the NPS on mutually beneficial projects or activities.
5. Participate in the NPS management planning efforts to identify suitable areas for recreational climbing activities and other purposes, within the national park system.
6. Collaborate with the NPS on maintenance, construction, and impact mitigation projects in areas where recreation climbing activities occur. Develop best management practices consistent with applicable laws, regulations, and NPS policies.

D. Both Parties mutually agree and acknowledge that:

1. Each Party will conduct its own activities and utilize its own resources, including any expenditure of funds, in pursuing the objectives of this Agreement.
2. The Parties will meet annually to discuss common priorities and to develop a plan of work for the year.
3. There exist varying and potentially competing demands from all segments of the public for opportunities to use and enjoy national parks.
4. The NPS operates under applicable laws, regulations, and policies, and is subject to the availability of appropriated funds. Nothing in this Agreement is intended to alter, limit, or expand the statutory authorities of the NPS.
5. Nothing in this Agreement authorizes the NPS or the Access Fund to obligate or transfer funds, property, or services. Any specific project or activity that may involve the transfer of funds, services, or property between the Parties will require execution of a separate agreement and be independently authorized by statute or other appropriate mechanisms. This Agreement does not provide that authority. Negotiation, execution, and administration of this Agreement must comply with all applicable laws.

6. This Agreement in no way restricts the NPS or the Access Fund from participating in activities with other public or private agencies, organizations, and individuals.
7. This Agreement does not create any substantive or procedural right that is enforceable by law or equity against the United States of America (U.S.) or its officers, agents, or employees.
8. Any information furnished to the NPS under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
9. Other Federal agencies and private entities may be added to this Agreement with the written concurrence of all the Parties.
10. This Agreement constitutes the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. Any modification to this Agreement must be in writing and be signed by all Parties

ARTICLE IV: TERM OF AGREEMENT

This Agreement shall become effective on the date of the last signature and will remain in effect for 5 years.

ARTICLE V: KEY OFFICIALS AND LIAISONS

The personnel listed below are identified as key staff and are considered essential to the work being performed under this Agreement:

National Park Service:

Bob Ratcliffe
Chief, Conservation and Outdoor Recreation
National Park Service
1849 C Street, NW
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Joshua Nadas
Program Analyst
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Access Fund:

Brady Robinson
Executive Director
The Access Fund
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Jason Keith
Senior Policy Advisor – Moab, Utah
The Access Fund
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Erik Murdock
Policy Director – Boulder Colorado
The Access Fund
PO Box 17010
Boulder, CO 80308
erik@accessfund.org, 303-545-6772

Prior to any changes in key officials by either the NPS or the Access Fund, written notice will be given reasonably in advance.

ARTICLE VI: SPECIAL PROVISIONS

- A. Any material prepared by either Party for informing the public about this Agreement will be submitted to the other Party's key official(s) (see Article V) for formal review and approval prior to its release.
- B. This Agreement will not in any way suggest endorsement by the NPS of a product or service. No Access Fund advertising or promotional materials will carry the NPS arrowhead logo, other official text, or emblems that might suggest product or NPS endorsement.
- C. This Agreement does not establish authority for non-competitive award to the Access Fund or its members of any contract or other agreement. Any contract or agreement must comply with all applicable requirements for competition.

ARTICLE VII: REQUIRED CLAUSES

- A. Civil Rights – During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- B. Officials Not to Benefit – No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement if made with a corporation for its general benefit.
- C. Nothing in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year; or as involving the U.S. in any contract or other obligations for the further expenditure of money in excess of such appropriations.
- D. Nothing in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any act of Congress affecting or relating to this Agreement.

- E. Nothing in this Agreement shall restrict the NPS from entering into similar agreements, or participating in similar activities or agreements, with any other public or private agencies, organizations, or individuals.
- F. No part of the funds appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, ratification, policy, or appropriation; but this shall not prevent officers or employees of the U.S. or its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

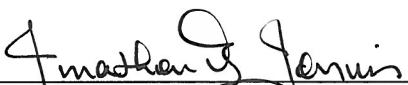
ARTICLE VIII: MODIFICATION AND TERMINATION

Modifications to the Agreement may be proposed by either Party and shall become effective upon written approval of both Parties.

Either Party may terminate this Agreement by providing the other Party with written notice 60 days in advance.


ARTICLE IX: AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.



Jonathan B. Jarvis
Director, National Park Service

August 18, 2014
Date



Brady Robinson
Executive Director, Access Fund

August 29, 2014
Date