

FS Agreement No. 14-SU-11132424-127
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
Access Fund
And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Access Fund, hereinafter referred to as “the Access Fund,” and the USDA, Forest Service, hereinafter referred to as the “U.S. Forest Service.”

Title: Access Fund recreational climbing programs

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties. This cooperation will form the basis upon which mutually beneficial programs, projects, training, and other recreational activities may be planned and accomplished in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a federal agency dedicated to the management of National Forest Service (NFS) lands for a variety of uses and activities, including outdoor recreation. The U.S. Forest Service is interested in providing a variety of diverse recreational opportunities that are environmentally sensitive and educational and that support community objectives to contribute to local and regional economies and improve the local quality of life.

The Access Fund is a national, non-profit advocacy organization whose mission is to keep climbing areas in the United States open and to conserve the climbing environment. Founded in 1990, the Access Fund supports and represents over 1.6 million climbers nationwide and all forms of climbing, including rock and ice climbing, mountaineering, and bouldering. The Access Fund helps establish climbing ethics, promotes volunteerism, and advocates access to and sustainable use of federal and non-federal lands. The Access Fund works closely with land management agencies, environmental organizations, climbing groups, and businesses linked to use of the outdoors on conservation projects, land acquisitions, and climbing policy. Access Fund members desire to use the NFS for recreational purposes and to provide support to the U.S. Forest Service for mutually beneficial climbing programs, projects, and activities.

Both parties to this agreement wish to encourage responsible use of NFS lands by visitors participating in climbing activities. The U.S. Forest Service and the Access



Fund seek to disseminate information to the public regarding conservation, recreation, and natural resource activities relating to climbing as.

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

III. THE ACCESS FUND SHALL:

- A. Collaborate with the U.S. Forest Service to identify appropriate cooperative opportunities. These include access improvement projects, trail projects, recreational use studies, natural resource-based educational programs, and other mutually beneficial activities. Actual projects will be authorized under subsequent agreements as resources allow but may include climbing management policy, local support, stewardship and conservation projects, land acquisition and protection, risk management and landowner support, and education.
- B. Encourage Access Fund staff, representatives, affiliates, and members to work with local U.S. Forest Service officials to develop mutually beneficial projects and educational activities.
- C. Collaborate with the U.S. Forest Service to improve understanding and communication among technical climbers, recreational climbers, public agencies, and the general public.
- D. Develop and maintain a communication network for contacting climbers through a system of local, state, and regional Access Fund organizations.
- E. Utilize the Access Fund's technical expertise to address technical and recreational climbing issues and educational activities and opportunities on National Forest System (NFS) lands and make Access Fund program information available to the U.S. Forest Service.
- F. Maintain a database and library of publications related to climbing activities, and make them available to the public and to the U.S. Forest Service.
- G. As appropriate, provide training and instruction to Access Fund members and the public regarding Leave No Trace and Tread Lightly! ethics for technical and recreational climbing issues on NFS lands. Encourage incorporation of Leave No Trace and Tread Lightly! ethics in all Access Fund activities and programs.
- H. Assist the U.S. Forest Service with identifying suitable areas for climbing activities on NFS lands and areas where access for those activities is minimal.
- I. Consider the goals and concerns of the U.S. Forest Service in connection with access to NFS lands for climbing activities and resource protection on NFS lands. Meet annually with the U.S. Forest Service to identify these goals and concerns.
- J. To the extent allowed by law, work with the U.S. Forest Service to identify and pursue funding opportunities for trail facilities, improvement, and maintenance from sources outside the federal government, such as state or private grant programs.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Subject to availability of funds and personnel, applicable federal law, applicable land management plans, and other U.S. Forest Service management direction,



- work with the Access Fund and its affiliates to identify appropriate cooperative opportunities. These include access improvement projects, trail projects, recreational use studies, natural resource-based educational programs, and other mutually beneficial activities. Actual projects will be authorized under subsequent agreements as resources allow but may include climbing management policy, local support, stewardship and conservation projects, land acquisition and protection, risk management and landowner support, and education.
- B. Encourage local U.S. Forest Service officials to work with Access Fund staff, representatives, affiliates, and members to develop mutually beneficial projects and educational activities.
 - C. Collaborate with the Access Fund to improve understanding and communication among technical climbers, recreational climbers, public agencies, and the general public.
 - D. When possible, assist in facilitating cooperative relationships between local U.S. Forest Service officials and the local climbing community and in addressing national issues that arise regarding climbing activities on NFS lands.
 - E. Where appropriate and feasible, make available to the public the Access Fund's interpretive and educational materials regarding Leave No Trace and Tread Lightly! ethics for climbing, and recreational opportunities on NFS lands.
 - F. Subject to applicable federal law, applicable land management plans, and other U.S. Forest Service management direction, encourage recreational use of NFS lands.
 - G. As appropriate and consistent with applicable federal law, applicable land management plans, and other U.S. Forest Service management direction, incorporate the goals and concerns of the Access Fund as they relate to climbing and resource protection on NFS lands. Meet annually with the Access Fund to identify these goals and concerns.
 - H. Encourage the Access Fund to identify and pursue funding opportunities for trail facilities, improvement, and maintenance from sources outside the federal government, such as state or private grant programs and provide any public information on those opportunities to the Access Fund.

V. 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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jason Keith Address: PO Box 17010 City, State, Zip: Boulder, CO 80308 Telephone: 303-545-6772 FAX: 303-545-6774 Email: Jason@accessfund.org	Name: Jason Keith Address: PO Box 17010 City, State, Zip: Boulder, CO 80308 Telephone: 303-545-6772 FAX: 303-545-6774 Email: jason@accessfund.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jonathan Stephens Address: 201 14 th Street, SW, Stop 1125 City, State, Zip: Washington, DC 20250 Telephone: 202-205-1701 FAX: 202-205-1145 Email: jstephens02@fs.fed.us	Name: Crystal Merica Address: 201 14 th Street SW, Stop 1125 City, State, Zip: Washington, DC 20250 Telephone: 202-205-1701 FAX: 202-205-1145 Email: ckmerica@fs.fed.us

- B. **NON-LIABILITY**. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.

- C. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Access Fund 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 The Access Fund, at The Access Fund’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.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES**. This MOU in no way restricts the U.S. Forest Service or The Access Fund from participating in similar activities with other public or private agencies, organizations, and individuals.

- E. **ENDORSEMENT**. Any of The Access Fund’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of The Access Fund’s products or activities.



- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Access Fund 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.
- H. 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.
- I. 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).
- J. 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.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Access Fund shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Access Fund 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."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEPARTMENT AND SUSPENSION. The Access Fund 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 The Access Fund 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.



- O. 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.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 30, 2019 at which time it will expire.
- Q. 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.

April 30, 2014

BRADY ROBINSON, Executive Director
The Access Fund

Date

for

5.12.14

JOE L. MEADE, Director
U.S. Forest Service, Recreation, Heritage and
Volunteer Resources

Date

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

VIGDIS JACOBSEN
U.S. Forest Service Grants & Agreements Specialist

Date 4/11/2014



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.