

SERVICEWIDE MEMORANDUM OF UNDERSTANDING

between

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

and

the Access Fund

**03-SU-11132424-071**

This Memorandum of Understanding (MOU) is made and entered into between the U.S. Department of Agriculture, Forest Service, hereinafter referred to as FS, and the Access Fund.

A. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation upon which mutually beneficial programs, projects, training, and other recreation activities may be planned and accomplished on National Forest System (NFS) lands by the FS and the Access Fund working cooperatively at the national, regional, and local level. Such programs, projects and activities complement the FS mission and are in the best interests of the public.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The FS is a land management organization dedicated to the management of NFS lands for a variety of uses and activities including outdoor recreation. The FS is interested in providing a variety of diverse recreational opportunities that are environmentally sensitive, educational and that support community objectives in order to contribute to local and regional economies and improve the local quality of life.

The Access Fund represents the American climbing public and is the recognized leader in advocating on behalf of the climbing community, establishing climbing ethics, promoting volunteerism, and helping to establish appropriate land-use management on Federal and non-Federal lands. The Access Fund is a national, non-profit organization dedicated to keeping climbing areas open and to conserving the climbing environment. The Access Fund works closely with land management agencies, environmental organizations, climbing groups, outdoor businesses and guide services on conservation projects, land acquisitions and climbing policy. Access Fund members desire to use the NFS for recreational purposes, and through this MOU or subsequent agreements, the Access Fund may provide support, volunteer labor and/or funds to the FS for accomplishment of mutually beneficial climbing programs, projects and activities.

There is a need to actively promote public-private partnerships that encourage responsible use of public lands. Both the FS and the Access Fund share the common interest of providing information to the public on such subjects as conservation, recreation and natural resource activities as they relate to climbing.

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

C. THE FS SHALL:

1. Work with the Access Fund and its affiliate organizations to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, etc.) and jointly pursue such projects together with the recreation and climbing community and FS districts nationwide, contingent upon availability of funds and personnel and subject to compliance with applicable federal law, regulations, Forest Plans or other FS management direction.
2. Encourage local FS officials to participate with the Access Fund office staff, representatives, affiliate organizations and members in the development of mutually beneficial work projects and educational activities.
3. Where appropriate, make the Access Fund's interpretation and education information regarding recreational land-use and ethics, climbing, and recreational opportunities on NFS lands available to the public.
4. Make NFS lands available for recreation related activities, subject to applicable Federal laws, regulations, Forest Plans and other management direction.
5. In accordance with The Federal Advisory Committee Act, include and utilize the Access Fund and its affiliates' technical expertise in developing FS programs and management as they relate to climbing.
6. Work with the Access Fund and its affiliate organizations to identify and pursue funding opportunities for facilities, trail improvement and maintenance from sources outside of federal appropriations and programs, such as state sponsored grant programs or private grant programs, subject to compliance with applicable federal laws and regulations.

D. THE ACCESS FUND SHALL:

1. Work with the FS to identify appropriate partnership opportunities (trail projects, administrative studies, education programs, etc.) and jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between technical climbers, recreational climbers, public agencies, and the general public.
2. Develop and maintain a communication network for contacting climbers through a system of local, state and regional Access Fund organizations.
3. Provide technical assistance to land managers and communities involved in technical and recreational climbing projects, educational activities, opportunities, and management; make Access Fund program information available to the Forest Service.
4. Maintain a database and library of publications related to climbing activities that can be made available to the public.

5. Provide education, training and instructions to its members and the public when appropriate, regarding Leave No Trace, stewardship and Forest Service regulations, and encourage the incorporation of these programs in all activities.
6. Obtain FS approval prior to publication of any cooperative FS/ Access Fund printed materials intended for public distribution regarding recreational activities on NFS lands.
7. Delegate, when appropriate, to an affiliate organization or organizations any task that is better suited to local, state or regional organizations.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) 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 Department of Agriculture and Access Fund 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 Department of Agriculture or Access Fund and the subsequent written concurrence of the other(s). Either the Department of Agriculture or Access Fund may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Department of Agriculture and Access Fund 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.
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Dispersed Recreation Program Manager  
 USDA Forest Service  
 RH&WR (4CEN Yates)  
 P.O. Box 96090  
 Washington, D.C. 20090-6090  
 PHONE 202-205-1313  
 FAX 202-205-1145

Executive Director  
 The Access Fund  
  
 P. O. Box 17010  
 Boulder, Colorado 80308  
 PHONE 303 545-6772  
 FAX

The local contact persons for FS are District Rangers, who may enter into subsequent agreements and partnerships as needed at the local levels to accomplish portions of this MOU.

6. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the Department of Agriculture or Access Fund to 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 Department of Agriculture and Access Fund 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, its agencies, its officers, or any person.

THE PARTIES HERETO, have executed this instrument.

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DAVID HOLLAND  
Director, Recreation, Heritage and Wilderness Resources,  
USDA Forest Service

Date

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STEVE MATOUS  
Executive Director, The Access Fund

Date

CC: Grants & Agreements/WO