

FS Agreement No. 20-MU-11132424-101

Cooperator Agreement No. _____

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

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 United States Department of Agriculture (USDA), Forest Service, National Headquarters, Recreation, hereinafter referred to as the "U.S. Forest Service."

Background: This MOU will continue the partnership with the Access Fund to provide leadership to the climbing community, nationally. This agreement builds on our previous version 14-SU-11132424-127 and its predecessors dating back to 2003.

Title: Access Fund MOU

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to develop and expand a framework of cooperation at the national, regional, and local levels upon which mutually beneficial programs, projects, training, and other recreational activities may be planned and accomplished on National Forest System (NFS) lands by the FS and the Access Fund. in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FS is a federal agency 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 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 and accredited land trust 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 7 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, education initiatives, land acquisitions, and climbing policy. Access Fund members desire to use the NFS for recreational purposes and to provide support to the FS for mutually beneficial climbing programs, projects, and activities.

Promoting cooperative relationships that encourage responsible use of NFS lands by visitors participating in climbing activities serves the mission of the FS and the Access Fund. The FS and the Access Fund seek to disseminate information to the public regarding conservation, recreation, and natural resource activities relating to climbing.

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

III. THE ACCESS FUND SHALL:

- A. Work at the national, regional, and local levels with the FS to identify appropriate cooperative opportunities, such as access improvement projects, trail projects, recreational use studies, natural resource-based educational programs, and other mutually beneficial activities.
- B. Encourage Access Fund staff, representatives, affiliates, and members to work with local FS officials to develop mutually beneficial projects and educational activities.
- C. Work at the local, regional, and national levels with the FS 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. The Access Fund's technical expertise to address technical and recreational climbing issues and educational activities and opportunities on NFS lands and make Access Fund program information available to the FS.
- F. Maintain a database and library of publications related to climbing activities and make them available to the public and to the FS.
- G. As appropriate, provide training and instruction to Access Fund members and the public regarding Leave No Trace and Tread Lightly! ethics and 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. Obtain FS approval prior to publication of any materials developed by the FS and the Access Fund; publication of any materials developed by the Access Fund that contain a reference to the FS or its employees; and use of the FS insignia in articles, press releases, websites, advertisements, or other public statements.



- I. Participate in FS land management planning efforts to identify suitable areas for climbing activities on NFS lands and areas where access for those activities is inadequate on NFS lands.
- J. Consider the goals and concerns of the FS in connection with access to NFS lands for climbing activities and resource protection on NFS lands. Annually develop a list of these goals and concerns with the FS.
- K. To the extent allowed by law, work with the FS 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. Any projects or programs which require funding will be accomplished by a separate agreement which includes a scope of work, financial plan and the appropriate agreement document. This agreement does not provide or promise any future funding.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Subject to availability of funds and personnel and applicable federal law, the applicable land management plan, and other FS management direction, work with the Access Fund and its affiliates nationally, regionally, and locally to identify appropriate cooperative opportunities, such as access improvement projects, trail projects, recreational use studies, natural resource-based educational programs, and other mutually beneficial activities.
- B. Encourage local FS officials to work with Access Fund staff, representatives, affiliates, and members to develop mutually beneficial projects and educational activities.
- C. Work at the local, regional, and national levels with the Access Fund to improve understanding and communication among technical climbers, recreational climbers, public agencies, and the general public.
- D. Assist in facilitating cooperative relationships between local FS 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, climbing, and recreational opportunities on NFS lands.
- F. Subject to applicable federal law, the applicable land management plan, and other FS management direction, encourage recreational use of NFS lands.
- G. Consistent with applicable federal law, the applicable land management plan, and other FS management direction, consider the goals and concerns of the Access



Fund in connection with access to NFS lands and climbing and resource protection on NFS lands. Annually develop a list of these goals and concerns with the Access Fund.

- H. To the extent allowed by law, work with the Access Fund and its affiliates 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.

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
Erik Murdock 4720 Walnut St. #200 Boulder, CO 80301 Telephone: 303-545-6772 Email: erik@accessfund.org	Jessica Dauchy 4720 Walnut St. #200 Boulder, CO 80301 Telephone: 303-545-6772 Email: Jessica@accessfund.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James "Jamie" Schwartz 201 14 th Street, SW Stop 1125 Washington, DC 20024 Telephone: 202-205-1589 Email: james.schwartz@usda.gov	James "Jamie" Schwartz 201 14 th Street, SW Stop 1125 Washington, DC 20024 Telephone: 202-205-1589 Email: james.schwartz@usda.gov

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Access Fund acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had



an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the Access Fund fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Access Fund has expended in violation of sections 433 and 434.

- 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 Funds'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 Funds' 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 by 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. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Access Fund is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"Recreation, Heritage and Volunteer Resources of the U.S. Forest Service, Department of Agriculture, as related recreation, heritage and volunteer activities on National Forest System lands."

The Access Fund may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Access Fund is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- M. 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.
- N. 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."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT 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.

- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through March 31, 2025 at which time it will expire.
- S. 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.



 CHRIS WINTER, Executive Director
 Access Fund

Feb. 24, 2020

 Date



 MICHIKO MARTIN, Director
 U.S. Forest Service, Recreation, Heritage and
 Volunteer Resources

Digitally signed by MICHIKO MARTIN
 Date: 2020.02.26 09:12:48 -05'00'

_____ Date

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

JOHN HEFNER

 JOHN HEFNER, WO
 U.S. Forest Service Grants Management Specialist

Digitally signed by JOHN HEFNER
 Date: 2020.02.20 13:34:23 -08'00'

2/20/2020

_____ Date



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.