



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Washington, D.C. 20240
<http://www.blm.gov>



MAR 3 2015

Mr. Brady Robinson,
Executive Director
The Access Fund
207 Canyon, Suite 201
Boulder, Colorado 80308

Dear Brady,

Enclosed is the Memorandum of Understanding between our two organizations which the Bureau of Land Management has signed, please add your signature and return the document in the enclosed Fed Ex envelope.

We look forward to working with the Access Fund to accomplish our mutual goals.

Sincerely,

Andy Tenney
Division Chief, Recreation and Visitor Services

MEMORANDUM OF UNDERSTANDING

Between the

U. S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management

And

THE ACCESS FUND

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to develop and expand a framework for cooperation between the Bureau of Land Management (BLM) and the Access Fund (AF) at the national, state, and local levels on mutually beneficial programs, projects, training, and recreational climbing activities on BLM-managed lands. Such programs, projects, training, and activities will complement existing BLM recreation management and will further BLM's recreation and stewardship goals.

B. AUTHORITY

This MOU is entered into under the authority of Section 307(b) of the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. 1737(b).

C. THE PARTIES

Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior, manages approximately 245 million surface acres in the United States. The FLPMA sets forth the agency's comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages public lands for multiple use and sustained yield for resources such as outdoor recreation, livestock grazing, and mineral development; and to conserve natural, historical, cultural, and other resources. Most BLM-managed public land is located in 12 Western states, including Alaska.

Access Fund

The AF represents the interests of rock climbers and mountaineers in the United States by advocating on behalf of the climbing community, establishing climbing stewardship practices, promoting volunteerism, and helping to establish appropriate land-use management on Federal and non-Federal lands. The AF is a national, non-profit organization dedicated to keeping climbing areas open and to conserving the climbing environment. The AF works closely with

land management agencies, environmental organizations, climbing groups, outdoor businesses, and guide services on conservation projects, land acquisitions, and climbing policy. The AF members desire to use BLM-managed public lands for recreational purposes, and through this MOU or subsequent agreements, provide support, volunteer labor, or funds to the BLM for accomplishment of mutually beneficial climbing programs, projects, and activities.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM and the AF recognize the value of promoting public-private partnerships that encourage responsible use of public lands by climbers and other recreationists. The BLM and the AF share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to climbing.

E. THE BUREAU OF LAND MANAGEMENT AGREES TO:

1. Work with the AF to identify appropriate opportunities for cooperation, such as trail projects, climbing management training, administrative studies, education programs, and similar activities, and to cooperate on such activities with the AF, contingent upon availability of funds and personnel and subject to compliance with applicable laws, regulations, BLM land use and activity plans, and other BLM policy priorities; and encourage local BLM officials to participate with the AF office staff, representatives, and members in the development of mutually beneficial work projects and educational activities.
2. Where appropriate, share BLM-approved AF educational information regarding land-use ethics, climbing, and conservation on BLM-managed lands with the public.
3. Make BLM-managed lands available for climbing and other recreation related activities, subject to applicable Federal laws, regulations, BLM land use and activity plans, and other policy priorities.
4. Where appropriate, work with the AF to identify funding opportunities for facilities, trail improvements, and maintenance from sources outside of federal appropriations and programs, such as state-sponsored or private grant programs, subject to compliance with applicable Federal laws and regulations.

F. THE ACCESS FUND AGREES TO:

1. Work with the BLM to identify appropriate opportunities for cooperation, such as trail projects, climbing management training, administrative studies, education programs and similar activities; cooperate on such activities with BLM offices nationwide, contingent upon availability of AF funds and personnel; and encourage its members to work with local BLM officials to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities.

2. Develop and maintain a communications network for contacting climbers.
3. Provide technical assistance to BLM land managers involved in technical and recreational climbing projects, educational activities, and management and make AF program information available to the BLM.
4. Maintain a database and library of publications related to climbing activities that can be made available to the BLM and the public.
5. Provide education, training, and instructions to its members and the public, when appropriate, regarding Leave No Trace, stewardship and BLM climbing programs and management, and encourage the incorporation of these programs in all activities.
6. Delegate, when appropriate, any task that is better suited to AF affiliated local, state, or regional organizations.
7. Obtain BLM's prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the BLM, the Department of the Interior, or the name or title of any employee of the Department in connection with this agreement.

G. IT IS MUTUALLY AGREED BY THE BLM AND THE AF THAT:

1. The principal contacts for this agreement are:

Andy Tenney
Division Chief, Recreation and Visitor Services
U.S. Department of the Interior - Bureau of Land Management
1849 C Street, NW, Room 2134LM
Washington, D.C. 20240
(202) 912-7094

Brady Robinson
Executive Director
The Access Fund
P.O. Box 17010
Boulder, Colorado 80308
(303) 545-6772

2. The local contact persons for the BLM are field managers who may enter into subsequent agreements and cooperative relationships to accomplish portions of this MOU at the local level.

3. Nothing in this agreement may be construed to obligate the Department of the Interior or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors or agreements will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
4. This MOU does not establish authority for a noncompetitive award to the AF of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed to affect the authorities of the participants, bind them beyond their respective authorities, or require any of the participants to obligate or expend funds.
5. Nothing in this agreement will be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of the AF. The AF will not take any action or make any statement that suggests or implies such endorsement.
6. Any information furnished to the BLM by the AF under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552).
7. The parties will comply with the Federal Advisory Committee Act to the extent that it applies.
8. This MOU in no way restricts the BLM or the AF from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
9. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
10. Nothing herein is intended to conflict with current Department of the Interior or AF Directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.
11. This MOU becomes effective upon the last signature of the BLM and the AF and, unless terminated, shall be in force for five years therefrom, at which time this MOU shall automatically terminate unless renewed by both parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto (at the addresses set forth above or as otherwise indicated).

12. Modifications to this instrument shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.



Steven A. Ellis
Deputy Director, Operations
U.S. Department of the Interior
Bureau of Land Management

Date: 2/26/15



Brady Robinson
Executive Director
The Access Fund

Date: 3/9/15