



FS Agreement No. 13-MU-11021001-038

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
BOULDER CLIMBING COMMUNITY
And The
USDA, FOREST SERVICE
ARAPAHO AND ROOSEVELT NATIONAL FORESTS
AND PAWNEE NATIONAL GRASSLAND
BOULDER RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Boulder Climbing Community, hereinafter referred to as “BCC,” and the USDA, Forest Service, Arapaho and Roosevelt National Forests and Pawnee National Grassland, Boulder Ranger District, hereinafter referred to as the “U.S. Forest Service.”

Title: U.S. Forest Service Boulder Ranger District and Boulder Climbing Community Memorandum of Understanding

PURPOSE: The purpose of this MOU is to document the cooperation between the parties to form the basis upon which mutually beneficial and agreed upon stewardship and conservation programs, projects, and training may be accomplished across the Boulder Ranger District in accordance with the following provisions.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, Boulder Ranger District is dedicated to managing 160,000 acres within an approximately 250,000 acre boundary of the Roosevelt National Forest located primarily in Boulder County and the northern portion of Gilpin County. The mission of the U.S. Forest Service, Boulder Ranger District is to achieve quality land management under sustainable multiple-use management concept to meet the diverse needs of the people, including providing a variety of diverse recreational opportunities that are environmentally sensitive, educational, and that support community objectives to contribute to the local and regional economies and improve the local quality of life.

The BCC is a Colorado charitable organization that connects and supports the many climbers and climbing organizations in the Boulder area, to protect and care for the climbing areas along the Front Range, including Eldorado Canyon, the Flatirons, and Boulder Canyon. This is done through the BCC Email News, through the BCC website (boulderclimbingcommunity.net), through educational programs, through live events at local venues, and through stewardship and conservation projects out in the climbing areas.



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

II. BCC SHALL:

- A. Work with the U.S. Forest Service, Boulder Ranger District to identify appropriate cooperative opportunities. These include access improvement projects, restoration of damaged areas, recreational user studies, natural resource based educational programs, and other mutually beneficial activities.
- B. Provide volunteers, through U.S. Forest Service Volunteer Agreements, to assist with raptor monitoring and other identified cooperative opportunities, and as appropriate, provide training and instruction to BCC members and the public regarding Leave No Trace ethics in all climbing areas.
- C. To the extent allowed by law, work with the U.S. Forest Service, Boulder Ranger District to identify and pursue funding opportunities for stewardship and conservation efforts in Boulder Canyon from sources outside the federal government, such as state or private grant programs.

III. THE U.S. FOREST SERVICE SHALL:

- A. Subject to availability of appropriated funds and personnel, applicable federal law, applicable land management plans, and other U.S. Forest Service management direction, work with the BCC to identify appropriate cooperative opportunities. These include access improvement projects, restoration of damaged areas, recreational use studies, natural resource-based educational programs, and other mutually beneficial activities. Actual projects will be authorized under subsequent appropriate agreements.
- B. Utilize the BCC's technical expertise, volunteer base, and partnerships with other organizations to address technical and recreational climbing issues, educational activities, and cooperative opportunities within Boulder Canyon.
- C. As appropriate and consistent with applicable federal law, applicable land management plans, and other U.S. Forest Service management direction, consider the goals and concerns of the BCC as they relate to climbing and resource protection within Boulder Canyon.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The parties agree to address specific impacts associated with climbing and work towards sustainable recreational use of climbing areas in Boulder Canyon. Methods may include, but are not limited to, restoring damaged areas and preventing future damage, educating climbers about sustainable practices,



assisting with raptor monitoring, and assessing future impacts through ongoing user studies.

- B. ANNUAL REVIEW. The parties agree to meet annually to review the objectives and goals of this MOU.
- C. VOLUNTEERS. Any BCC volunteer must sign an annual U.S. Forest Service Volunteer Agreement in accordance with U.S. Forest Service procedures prior to participating in any field activity.
- D. 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: Roger Briggs Address: 498 Canyonside Drive City, State, Zip: Boulder, CO, 80302 Telephone: 303-442-4307 FAX: 303-545-6774 Email: rbriggs@earthlink.net	Name: Joe Sambataro Address: 207 Canyon, Suite 201S City, State, Zip: Boulder, CO, 80302 Telephone: 303-545-6772 x112 FAX: 303-545-6774 Email: joe@accessfund.org

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Michael A. Anderson, Natural Resource Specialist, Boulder RD, ARP Address: 2140 Yarmouth Ave City, State, Zip: Boulder, CO 80301 Telephone: 303-541-2521 FAX: 303-541-2515 Email: manderson09@fs.fed.us	Name: Rebecca Cuthbertson, Grants Management Specialist, Supervisor's Office, ARP Address: 2150 Centre Ave., Bldg. E City, State, Zip: Fort Collins, CO 80526 Telephone: 970-295-6687 FAX: 970-295-6699 Email: rcuthbertson@fs.fed.us

- E. 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 BCC 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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If BCC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds BCC has expended in violation of sections 433 and 434.

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or BCC 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 BCC, at BCC'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.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or BCC from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of BCC's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of BCC's products or activities.
- I. 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.

- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the BCC 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.
- K. 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.
- L. 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).
- M. 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.
- N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. BCC is 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:

"Boulder Ranger District of the U.S. Forest Service, Department of Agriculture, and the Boulder Climbing Community are working cooperatively."



The BCC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. BCC 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.

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

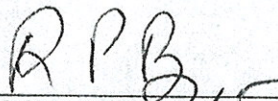
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. DEBARMENT AND SUSPENSION. BCC 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 BCC 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.

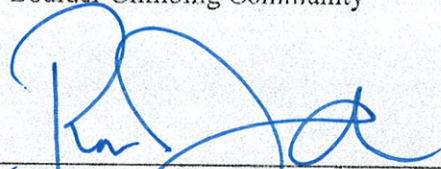


- S. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through May 1, 2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- U. 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.



 ROGER BRIGGS, Chairperson
 Boulder Climbing Community

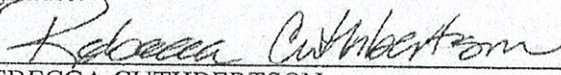
8/14/2013
 Date



 GLENN P. CASAMASSA, Forest Supervisor
 U.S. Forest Service, Arapaho and Roosevelt National
 Forests and Pawnee National Grassland

8/15/13
 Date

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



 REBECCA CUTHBERTSON
 U.S. Forest Service Grants Management Specialist

8/13/13
 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.