

General Agreement  
between  
NATIONAL PARK SERVICE  
U.S. DEPARTMENT OF THE INTERIOR  
and the  
AMERICAN MOUNTAIN GUIDES ASSOCIATION

This General Agreement (Agreement) is made and entered into this 13th day of April, 2018 by and between the National Park Service, U.S. Department of the Interior (hereinafter referred to as “NPS”) and the American Mountain Guides Association, a 501(c)(3) educational non-profit (hereinafter referred to “AMGA”).

**ARTICLE I: BACKGROUND AND OBJECTIVES**

WHEREAS, the National Park Service Organic Act and the General Authorities Act (16 U.S.C. 1, 2-4) provide key management authority for units of the National Park System, including the direction to preserve unimpaired the natural and cultural resources and the values of the National Park System for the enjoyment, education, and inspiration of this and future generations; and

WHEREAS, NPS is committed to providing appropriate, high-quality opportunities for visitors to enjoy the units of the National Park System consistent with its stewardship responsibilities; and

WHEREAS, the American Mountain Guides Association (AMGA) is a 501(c)(3) educational non-profit organization that provides training and certification for climbing instructors, mountain guides, and ski guides throughout the United States; and

WHEREAS, the AMGA institutes standards for guided climbing and backcountry skiing in the United States and is endorsed by the International Federation of Mountain Guide Associations (IFMGA) as the American representative to the IFMGA; and

WHEREAS, the AMGA serves as an educational body for land management agencies, guide services, outdoor clubs, and others wishing to establish internationally-recognized standards for guided climbing and skiing activities; and

WHEREAS, the AMGA membership and its affiliate network facilitate opportunities for people to access the National Park System and provide outdoor experiences that emphasize safety, stewardship, and education; and

WHEREAS, the AMGA promotes sustainable use of Federal lands, facilitates stewardship opportunities, and helps to inform appropriate land-use management; and

WHEREAS, resource protection priorities, types and levels of visitor use, safety and environmental factors; and resources suitable for rock climbing, mountaineering, and backcountry skiing vary widely among national parks;

WHEREAS, climbing and backcountry skiing are permitted in national parks as determined by NPS laws, regulations, and policies to assure protection of natural and cultural resources, aesthetic values and wilderness character where applicable while promoting visitor safety and the appreciation of park resources; and

WHEREAS, climbing, mountaineering, and backcountry skiing play a valuable role in tourism and in connecting people to parks; and

WHEREAS, this Agreement does not conflict with regulations promulgated by NPS; and

WHEREAS, this Agreement will benefit NPS, the resources it manages, visitors to units of the National Park System, the AMGA, its membership, the climbing and backcountry skiing community, and the public generally.

THEREFORE, NPS and the AMGA desire to cooperate and mutually agree to collaborate as described below.

## **ARTICLE II: TERMS OF AGREEMENT**

Both Parties mutually agree to the following terms:

### **A. Statement of Mutual Interests and Benefits**

1. Both Parties to this Agreement support the conservation, stewardship, and protection of national parks, and encourage recreational uses of the parks that are consistent with those practices.
2. Both Parties to this Agreement are interested in providing public access to national parks and outdoor recreational opportunities in a safe and environmentally sound manner.
3. Both Parties to this Agreement wish to maintain effective communication and disseminate information about best practices and opportunities in national park areas where climbing and backcountry skiing may be conducted in a safe and environmentally sound manner that is consistent with NPS laws, regulations, and policies.

### **B. Subject to availability of personnel and funds, and as appropriate and compatible with all applicable legislation, regulations, and plans, the NPS agrees to:**

1. Work with the AMGA to identify appropriate places for the public to experience climbing and backcountry skiing activities with a guide.
2. Make the terms and objectives of this Agreement available to park management in order to support planning and management of guided climbing and backcountry skiing opportunities for the public within the National Park System.
3. Coordinate with the AMGA to identify mutually beneficial projects or activities, and to seek ways to collaborate.

4. Consistent with policies for concessions and commercial use permit policies, disseminate information about guided climbing and backcountry skiing opportunities within the National Park System.
5. Share information about planned construction or resource protection or restoration projects through NPS public notice and planning public engagement processes that may affect access to established climbing and backcountry skiing areas.
6. Promote safety and collaborate in developing visitor safety messages where appropriate.
7. Identify opportunities for collaboration where training, networking, research, and monitoring will contribute towards a better understanding of the values of climbing, backcountry skiing, and outdoor recreation in general, and its influence on the natural and cultural resources, scenic and aesthetic values, wildlife, visitor experience, and economic activities in parks and surrounding communities.

**C. Subject to availability of personnel and funds, the AMGA agrees to:**

1. Work with NPS to engage with and educate park staff and stakeholders and other interested entities about issues and opportunities associated with guided climbing and backcountry skiing activities, and to encourage volunteerism and collaboration with NPS on mutually beneficial projects or activities.
2. Help create and carry out education, interpretation, and assistance efforts in cooperation with NPS, and highlight climbing and backcountry skiing programs, events, and initiatives in national parks in coordination with NPS management personnel.
3. Make the terms and objectives of this Agreement available to its members and volunteers and encourage their participation with NPS on mutually beneficial projects or activities.
4. Participate in NPS management planning efforts to identify suitable areas for guided climbing and backcountry skiing activities and for other purposes, within the National Park System.
5. Collaborate with NPS on maintenance, construction, and impact mitigation projects in areas where climbing and skiing activities occur. Incorporate best management practices consistent with applicable laws, regulations, and NPS policies.
8. Encourage responsible practices and stewardship among the mountain guiding community, participate with NPS in developing, and disseminating information that fosters safe climbing, mountaineering, and backcountry skiing practices; promotes stewardship and conservation; and encourages responsible use and outdoor ethics.
9. Support initiatives within its membership and affiliate network to engage youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities and improve opportunities for these populations to access the National Park System.
10. Utilize its technical expertise and understanding of risk management best practices to enhance the safety of the public and improve visitor experiences.

**D. Both Parties mutually agree and acknowledge that:**

1. Each Party will conduct its own activities and utilize its own resources, including any expenditure of funds, in pursuing the objectives of this Agreement.
2. The Parties will meet annually to discuss common priorities, and to develop a plan of work for the year.
3. There exist varying and potentially competing demands from all segments of the public for opportunities to use and enjoy national park.
4. NPS operates under applicable laws, regulations, and policies, and is subject to the availability of appropriated funds. Nothing in this Agreement is intended to alter, limit, or expand the statutory authorities of NPS.
5. Nothing in this Agreement authorizes NPS or the AMGA to obligate or transfer funds, property, or services. Any specific project or activity that may involve the transfer of funds, services, or property between the Parties will require execution of a separate agreement and be independently authorized by statute or other appropriate mechanism. This Agreement does not provide that authority. Negotiation, execution, and administration of this Agreement must comply with all applicable laws.
6. This Agreement in no way restricts NPS or the AMGA from participating in activities with other public or private agencies, organizations, and individuals.
7. This Agreement does not create any substantive or procedural right that is enforceable at law or equity against the United States or its officers, agents, or employees.
8. Any information furnished to the NPS under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
9. Other Federal agencies and private entities may be added to this Agreement with the written concurrence of all the Parties.
10. This Agreement constitutes the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. Any modification to this Agreement must be in writing and be signed by all Parties.

**ARTICLE III: TERM OF AGREEMENT**

This Agreement shall become effective on the date of the last signature and will remain in effect for five years. Modifications to the Agreement may be proposed by either Party and shall become effective upon written approval of both Parties. Either Party may withdraw from this Agreement, or any part thereof, at any time upon 60 days prior written notice to the other Party (at the addresses set forth below or as otherwise indicated).

**ARTICLE IV: KEY OFFICIALS AND LIAISONS**

The personnel listed below are identified as key staff and are considered essential to the work being performed under this Agreement:

National Park Service:

- Bob Ratcliffe, Chief, Conservation and Outdoor Recreation, NPS – Washington, D.C.
- Krista Sherwood, Senior Planner, NPS – Washington, D.C.

**American Mountain Guides Association:**

- Alex Kosseff, Executive Director, AMGA – Boulder, Colorado
- Jason Keith, Senior Policy Advisor, AMGA – Moab, Utah
- Matt Wade, Advocacy & Policy Director, AMGA – Boulder, Colorado

Prior to any changes in key officials by either NPS or the AMGA, written notice will be given reasonably in advance.

**ARTICLE V: SPECIAL PROVISIONS**

- A. Any material prepared by either Party for informing the public about this Agreement will be submitted to the other Party's key official(s) (see Article IV) for formal review and approval prior to its release.
- B. This Agreement will not in any way suggest endorsement by NPS of a product or service. No AMGA advertising or promotional materials will carry the NPS arrowhead logo or other official text or emblems that might suggest product or NPS endorsement.
- C. This Agreement does not establish authority for noncompetitive award to the AMGA or its members of any contract or other agreement. Any contract or agreement must comply with all applicable requirements for competition.

**ARTICLE VI: REQUIRED CLAUSES**

- A. Civil Rights – During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- B. Officials Not to Benefit – No member or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement if made with a corporation for its general benefit.
- C. Nothing in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year; or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- D. Nothing in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any act of Congress affecting or relating to this Agreement.
- E. Nothing in this Agreement shall restrict the NPS from entering into similar agreements, or participating in similar activities or agreements with any other public or private agencies, organizations, or individuals.
- F. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation,


ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

#### ARTICLE VII: TERMINATION


Either Party may terminate this Agreement by providing the other Party with written notice 60 days in advance.

#### ARTICLE VII: AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

  
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P. Daniel Smith  
Deputy Director  
Exercising the Authority of the Director  
for the National Park Service

04/13/18  
Date

  
\_\_\_\_\_  
Alex Kosseff  
Executive Director  
American Mountain Guides Association

4/20/18  
Date