

FS Agreement No. 18-MU-11132424-319

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
American Mountain Guides Association
And The
USDA, FOREST SERVICE
NATIONAL HEADQUARTERS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the American Mountain Guides Association, hereinafter referred to as "AMGA," and the United States Department of Agriculture (USDA), Forest Service, National Headquarters, hereinafter referred to as the "U.S. Forest Service."

Background:

Title: American Mountain Guides Association climbing and backcountry skiing programs

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to form a basis upon which mutually beneficial programs, projects, training, and other recreational activities may be planned and accomplished in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a federal agency dedicated to the management of National Forest Service (NFS) lands for a variety of uses and activities, including outdoor recreation. The U.S. Forest Service 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 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. Founded in 1979, the AMGA has trained over 13,000 climbing and skiing guides who provide outdoor experiences for the general public that emphasize safety, stewardship, and education. As the American representative to the International Federation of Mountain Guide Associations (IFMGA), the AMGA institutes international standards for the mountain guiding profession in the United States and 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. The



advocacy arm of the AMGA supports sustainable use of public lands, facilitates stewardship opportunities, and works in cooperation with guides and land managers to promote best practices and preserve access to areas utilized by the guided public.

AMGA members desire to use the NFS to enhance recreational opportunities for the general public and to provide support to the U.S. Forest Service for mutually beneficial climbing and skiing programs, projects, and activities. Both parties to this agreement wish to encourage responsible use of NFS lands by visitors participating in these activities. The U.S. Forest Service and the American Mountain Guides Association seek to disseminate information to the public regarding conservation, recreation, and natural resource activities relating to climbing and skiing on NFS lands.

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

III. THE AMERICAN MOUNTAIN GUIDES ASSOCIATION SHALL:

- A. Meet with representatives of the Forest Service, at least annually, to discuss the conditions covered by this agreement and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.
- B. Collaborate with the U.S. Forest Service to identify appropriate cooperative opportunities. These include access improvement projects, trail stewardship projects, recreational and outfitter/guide use studies, natural resource-based educational programs, and other mutually beneficial activities. Actual projects will be authorized under subsequent agreements as resources allow but may include stewardship and conservation projects, climbing and backcountry skiing management policy, outfitter/guide management policy, education on mountain guiding standards, risk management strategies for improved safety and enhanced visitor experiences, and agency and public education.
- C. Encourage AMGA staff, representatives, affiliates, and members to work with local U.S. Forest Service officials to develop mutually beneficial projects and educational activities.
- D. Collaborate with the U.S. Forest Service to improve understanding and communication among climbing guides, guided climbers, recreational climbers, public agencies, and the general public.
- E. Develop and maintain a communication network for contacting guides and members of the guided public through a system of local AMGA members and accredited organizations.



- F. Utilize the AMGA's technical expertise and understanding of risk management to enhance the safety of the public and improve visitor experiences on National Forest System (NFS) lands.
- G. Maintain a library of publications related to mountain guiding best practices and make them available to guides, AMGA affiliates and accredited organizations, and the U.S. Forest Service.
- H. As appropriate, provide training and instruction to AMGA members and the guided public regarding Leave No Trace and ethics for technical climbing and skiing on NFS lands. Encourage incorporation of Leave No Trace ethics in all AMGA activities and programs.
- I. 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 NFS lands.
- J. Assist the U.S. Forest Service with identifying suitable areas for guided climbing and skiing activities on NFS lands and areas where access for those activities is minimal.
- K. Consider the goals and concerns of the U.S. Forest Service in connection with access to NFS lands for climbing and skiing activities and resource protection on NFS lands. Meet annually with the U.S. Forest Service to identify these goals and concerns.
- L. To the extent allowed by law, work with the U.S. Forest Service to identify and pursue funding opportunities from sources outside the federal government, such as state or private grant programs, for educational and outreach programs related to resource protection, stewardship, and communication between guides, the public, and the U.S. Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Meet with representatives of AMGA, at least annually, to discuss the conditions covered by this agreement and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.
- B. Collaborate with AMGA in the identification and implementation of mutually agreed to projects. Primary responsibility will reside with AMGA, although the



Forest Service will be available for support and technical assistance, including participation, as appropriate, in any planning, implementation, and monitoring of any project undertaken pursuant to this agreement.

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
Name: Matt Wade Address: 4720 Walnut St. #200 City, State, Zip: Boulder, CO 80301 Telephone: 303-271-0984 FAX: 720-336-3663 Email: matt@amga.com	Name: Matt Wade Address: 4720 Walnut St. #200 City, State, Zip: Boulder, CO 80301 Telephone: 303-271-0984 FAX: 720-336-3663 Email: matt@amga.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James "Jamie" Schwartz 201 14th Street SW, MS 1125 Washington, DC 20250-1125 202-205-1589 jschwartz01@fs.fed.us	James "Jamie" Schwartz 201 14th Street SW, MS 1125 Washington, DC 20250-1125 202-205-1589 jschwartz01@fs.fed.us

- 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 AMGA 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 USDA has considered suspension or debarment is not necessary to protect the



interests of the Government. If AMGA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds AMGA 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 AMGA 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 AMGA, at AMGA'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 AMGA from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of AMGA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of AMGA'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 AMGA 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.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. AMGA 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 to recreation, heritage or volunteer activities on National Forest Lands."



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

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

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



- R. 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.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 2, 2023 at which time it will expire.
- T. 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.

7/18/18

ALEX KOSSEFF, Executive Director
American Mountain Guides Association

Date

7/19/18

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

Date

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

Digitally signed by Eddie W Bell Jr
DN: cn=Eddie W Bell Jr, o=US Forest Service,
ou=WO AQM Grants Management,
email=eddiebell@fs.fed.us, c=US
Date: 2018.07.18 11:23:25 -04'00'

EDDIE W BELL JR
U.S. Forest Service Grants Management Specialist

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.

