

MEMORANDUM OF UNDERSTANDING

Between

U.S.D.A, FOREST SERVICE, CLEVELAND NATIONAL FOREST

And

The Allied Climbers of San Diego (ACSD)

This Memorandum of Understanding (MOU) is made and entered into between the USDA, Forest Service, Cleveland National Forest, herein referred to as CNF, and The Allied Climbers of San Diego, herein referred to as ACSD.

A. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation upon which mutually beneficial programs, projects, training, climbing and other recreation activities may be planned and accomplished on CNF lands by the CNF and ACSD working cooperatively at the local level. Such programs, projects and activities complement the CNF mission and are in the best interests of the public.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

CNF is a land management organization dedicated to the management of NFS lands for a variety of uses and activities including outdoor recreation. CNF is interested in providing a variety of diverse recreational opportunities that are environmentally responsible, educational and that support community objectives in order to contribute to local and regional economies and improve the local quality of life.

ACSD represents local climbers, and the interests of other outdoor recreation enthusiasts, in advocating on behalf of the climbing community, establishing climbing ethics, promoting volunteerism, and helping to establish appropriate land-use management on Federal and non-Federal lands. ACSD is a local, environmentally responsible, non-profit organization dedicated to promoting and maintaining access to climbing and outdoor recreation. As an affiliate of The Access Fund, a national non-profit organization dedicated to keeping climbing areas open and to conserving the climbing environment, ACSD works closely with land management agencies, environmental organizations, climbing groups, outdoor businesses and guide services on conservation projects, land acquisitions and climbing policy. Access Fund and ACSD members desire to use the CNF for recreational purposes, and through this MOU or subsequent agreements, the Access Fund and ACSD may provide support, volunteer labor and/or funds to the CNF for accomplishment of mutually beneficial climbing programs, projects and activities.

There is a need to actively promote public-private partnerships that encourage responsible use of public lands. Both the USFS and the Access Fund share the common

interest of providing information to the public on such subjects as conservation, recreation and natural resource activities as they relate to climbing. In consideration of this premise the USFS and the Access Fund have entered into a Service-wide Memorandum Of Understanding, **03-SU-11132424-071**.

The CNF and the ACSD also recognize a need to actively promote public-private partnerships that encourage responsible use of public lands. In consideration of this same premise the CNF and the ACSD have entered into a local Memorandum Of Understanding, 07MU11050200004.

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

C. CNF SHALL:

1. Work with ACSD to identify appropriate partnership opportunities (trail projects, administrative and research studies, education programs, etc.) and jointly pursue such projects together with the recreation and climbing community and CNF districts, contingent upon availability of funds and personnel and subject to compliance with applicable federal law, regulations, Forest Plans or other FS management direction.
2. Have local district personnel participate with ACSD staff, representatives, members, and volunteers in the development of said mutually beneficial partnership opportunities.
3. Where appropriate, make ACSD interpretation and education information regarding recreational land-use and ethics, climbing, and recreational opportunities on CNF lands available to the public.
4. Make CNF lands available for recreation related activities, subject to applicable Federal laws, regulations, Forest Plans and other management direction.
5. In accordance with The Federal Advisory Committee Act, include and utilize ACSD's technical expertise in developing FS programs and management as they relate to climbing and outdoor recreation.
6. Work with ACSD to identify and pursue funding opportunities for said partnership opportunities from sources outside of federal appropriations and programs, such as state sponsored grant programs or private grant programs, subject to compliance with applicable federal laws and regulations.

D. ACSD SHALL:

1. Work with CNF to identify appropriate partnership opportunities (trail projects, administrative and research studies, education programs, etc.) and jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between technical climbers, recreational climbers, public agencies, and the general recreating public.
2. Develop and maintain a communication network for contacting climbers through a system of local, state, regional, and national Access Fund organizations.

3. Provide technical assistance to CNF land managers involved in technical and recreational climbing projects, educational activities, opportunities, and management; make ACSD program information available to the Forest Service.
4. Provide information from the Access Fund's database and library of publications related to climbing activities that can be made available to the public.
5. Provide education, training and instructions to its members and the recreating public when appropriate, regarding Leave No Trace, stewardship and Forest Service regulations, and encourage the incorporation of these programs in all activities.
6. Obtain FS approval prior to publication of any cooperative FS/ACSD printed materials intended for public distribution regarding recreational activities on CNF lands.
7. Delegate, when appropriate, to an affiliate organization or organizations any task that is better suited to these organizations.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the CNF and ACSD and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the CNF or ACSD and the subsequent written concurrence of the other(s). The CNF and ACSD may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The CNF and ACSD and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

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