

UNITED STATES DEPARTMENT OF AGRICULTURE  
MASTER AGREEMENT  
Between U.S. FOREST  
SERVICE  
and THE COLORADO TRAIL  
FOUNDATION

(AUTHORITY: ACT OF NOVEMBER 10, 1978, P.L. 95-265  
AS AMENDED BY THE ACT OF MARCH 28, 1983, PL 98-11  
AND THE ACT OF MAY 18, 1972, PL 92-300)

This agreement made on the 18th day of April 1988 by and between the Colorado Trail Foundation, hereinafter referred to as the Foundation, and the Forest Service U.S.D.A., hereinafter referred to as the Forest Service, acting by and through the Regional Forester, Rocky Mountain Region.

WHEREAS, the Forest Service, U.S.D.A., in the State of Colorado has responsibilities for the administration of approximately 14 million acres of National Forest and National Grassland under the principles of multiple use and sustained yield.

WHEREAS, the National Forests and National Grasslands have an extensive trail system in place and an undetermined potential for accommodating additional educational and recreational trails to meet increasing needs of the American people.

WHEREAS, one of the trails within the National Forest trail system is known as the "Colorado Trail." In this context, "The Colorado Trail" refers to the trail system between Kassler at the mouth of Waterton Canyon near Denver and the Forest boundary at the Junction Creek Road, three miles north of Durango, and includes the main trail as the backbone and a network of connecting and side trails to provide numerous loops and access to points of interest and camp areas.

WHEREAS, the main Colorado Trail was constructed principally by the volunteer efforts of private citizens between the years of 1973 and 1987.

WHEREAS, the Forest Service desires to develop public service-oriented programs designed to inform and involve the public in National Forest activities, while at the same time maintaining and improving the aforementioned Colorado Trail.

WHEREAS, the Colorado Trail Foundation is a non-profit, tax exempt, publicly supported organization as determined by the IRS under code section 501(c)(3), and was organized to develop and maintain the Colorado Trail in cooperation with the Forest Service.

WHEREAS, the long-term goals of the Foundation are to make available to the people of the United States their public lands including the various values and potentialities of trails as a recreational and growth experience as well as an outdoor classroom of many facets.

NOW THEREFORE, the parties agree as follows:

A. The Foundation will:

1. Assist the Forest Service by assuming certain maintenance responsibility for the Colorado Trail. This responsibility will include:
  - a. A continuing outreach effort to attract and interest organized citizen groups and individuals to provide ongoing maintenance on the Colorado Trail.
  - b. Allocation of organized groups and individuals to specific trail sections for maintenance under the Forest Service's "Adopt-A-Trail" program. The Foundation will strive to match qualifications and abilities to the maintenance needs of the various trail sections.
  - c. Advising the applicable Forest Service Ranger District by March 1 of each year of specific maintenance assignments to include name, contact person, address, phone number, and specific sections of the trail to be maintained.
  - d. Requiring each participating organized group or individual prepare an annual operating plan proposing specific maintenance to be accomplished and to submit this to the applicable Ranger District for approval by May 1 of each year. Tool needs should be requested at this time.
  - e. Requiring that each participating organized group or individual prepare a safety plan to govern all maintenance activity. This safety plan will be attached to and become a part of the annual operating plan.
  - f. Requiring each participating organized group or individual to notify the applicable Ranger District four weeks in advance of each actual maintenance activity.
  - g. Providing training to the participating organized groups or individuals on proper trail maintenance practices. The applicable Ranger District will be notified of each training session four weeks in advance of such session.
2. Require that all maintenance activities are in accordance with Forest Service policy and standards as set forth in the Forest Service Trails Management Handbook, FSH 2309.18.
3. Assume responsibility for "Adopt-A-Trail" signing except that no signs will be installed on those sections of the trail within designated Wildernesses. These signs will be in accordance with Forest Service trail sign standards as shown in the Forest Service Sign Handbook, FSH 7109.11.

4. Require that each participating organized group or individual execute a volunteer agreement, as furnished by the Forest Service, prior to the start of any training or maintenance activity each year. Such agreement will be on Forest Service form 1800-7 (Individual) or form 1800-8 (Organized Group).
5. Require that each participating organized group or individual keep records that will show the date of each maintenance or training activity, the name of each person participating in the activity, and the number of hours of participation for each date. This information will be submitted to the applicable Ranger District no later than September 15 of each year.

B. The Forest Service will:

1. Provide technical assistance and advice to the Foundation when requested to do so, subject to the availability of authorized funds and personnel.
2. Advise the Foundation by October 1 of any needed rerouting or major reconstruction.
3. Advise the Foundation of any special maintenance needs by February 1.
4. Review and approve the specific operating plans submitted as required by Section A.1.d.
5. Require an executed volunteer agreement, Forest Service form 1800-7 (Individual) or 1800-8 (Organized Group) prior to start of training or maintenance activity each year.
6. Participate, as time and budget permits, in scheduled training sessions.
7. Provide needed tools and safety gear, subject to their availability, to participating organized groups and individuals for scheduled maintenance activities, as requested.
8. Participate, as time permits, in a liaison capacity in scheduled maintenance activities.
9. Provide needed trail materials and supplies upon request by the Foundation, subject to the availability of authorized funds.
10. Refer local organized groups and individuals desiring to "Adopt" or to perform construction or maintenance duties on the trail, to the Foundation.

C. The Foundation and the Forest Service mutually agree:

1. No member of, or delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this agreement, or any benefit that may arise therefore, but this provision shall not be construed to extend to this agreement if made for a corporation for its general benefit.

2. That nothing herein shall be construed as binding the Forest Service for the payment of money in excess of appropriations authorized by law.
3. Foundation personnel and others not covered by a specific volunteer agreement are not considered to be volunteers within the context of Public Law 92-300 and are not covered by applicable volunteer compensation benefits.
4. The assignment of a volunteer will not be used in any way to displace an employed worker or decrease existing contracts for service.
5. No contribution or donation or gift of any kind shall entitle the Foundation, contributors, or donors to any share or interest in the said land, timber, or improvements other than the right to use and enjoy the same under the existing regulations of the Forest Service. All improvements constructed in whole or in part shall be and will remain the property of the United States unless otherwise provided for in a special use permit or other written authorization.
6. This agreement shall become effective when signed by the designated representatives of both parties and shall remain in force until terminated by mutual agreement, or by either party upon thirty days notice in writing to the other of intention to do so. Amendments to this agreement may be proposed to either party and shall become effective upon approval by both parties.

IN WITNESS WHEREOF, the PARTIES hereby agree to the terms and conditions herein set forth.

*Gudrun E. Gaskill*  
 GUDRUN E. GASKILL  
 Chairperson  
 Colorado Trail Foundation

*Gary E. Cargill*  
 GARY E. CARGILL  
 Regional Forester  
 USDA, Forest Service  
 Rocky Mountain Region

4/19/88  
 Date

4/23/88  
 Date