

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COLORADO TRAIL FOUNDATION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between The Colorado Trail Foundation, hereinafter referred to as CTF, and United States Department of Agriculture Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service.

A. BACKGROUND:

The Colorado Trail Foundation evolved out of considerable efforts by the Colorado Mountain Trails Foundation and individual volunteers who also represented the Colorado Mountain Club and the Friends of the Colorado Trail in cooperation with the US Forest Service beginning in 1973. The mission of the CTF is to “provide and maintain, through voluntary and public involvement, and in cooperation with the USDA Forest Service and Bureau of Land Management, a linear, non-motorized, sustainable, recreation trail between Denver and Durango, Colorado.”

In its formative years, the CTF envisioned The Colorado Trail (CT) as a “non-vehicular trail” from Denver to Durango. Since those early years, the use of mountain bikes on our national lands has greatly increased, and the term “non-vehicular” has given way to “non-motorized” to better describe the original intent of the early planners to provide for a trail closed to motorized vehicles of any type. The CTF continues to support the development, maintenance and preservation of a completely non-motorized trail.

The Colorado Trail is delineated as the main trail corridor: 100 meters on either side of the trail tread, between Denver and Durango as described in the official CTF Colorado Trail guidebook.

This MOU is based on earlier agreements between the CTF and USFS: 1980 Environmental Assessment and Decision Notice, 1988 Master Agreement and the 1998 Master Plan. Additionally, intentions reflected in the 1976 Cooperative Agreement between the USFS and Colorado Mountain Trails Foundation (precursor to the CTF) have been incorporated. This MOU is the current working document and will provide a basis for addressing realities the CT now faces.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE 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, which is The Colorado Trail Foundation, 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 Forest Service and CTF 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 Forest Service or CTF and the subsequent written concurrence of the other(s). Either the Forest Service or CTF may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and CTF 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 CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

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Golden, CO 80401

Phone: 303-275-5054
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Forest Service Administrative Contact

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Cooperator Project Contact

Marilyn Eisele
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Golden, CO 80401

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FAX: 303-384-3743
E-Mail: ctf@coloradotrail.org

Cooperator Administrative Contact

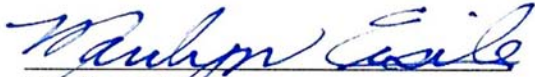
Suzanne Reed/Marian Phillips
710 10th Street #210
Golden, CO 80401

Phone: 303-384-3729
FAX: 303-384-3743
E-Mail: ctf@coloradotrail.org

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or CTF to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and CTF will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

COLORADO TRAIL FOUNDATION



Marilyn Eisele
President
The Colorado Trail Foundation

USDA FOREST SERVICE



Rick D. Cables
Regional Forester
Rocky Mountain Region
USDA – Forest Service

July 8, 2005
DATE

July 8, 2005
DATE

The authority and format of this instrument has been reviewed and approved for signature.

Juan Waida 7/29/05
Forest Service Agreements Coordinator DATE