

COOPERATIVE AGREEMENT
BETWEEN THE COLORADO MOUNTAIN TRAILS FOUNDATION, INC.
AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE

(AUTHORITY: ACT OF JUNE 30, 1914, 16 U.S.C. 498 AND ACT OF
MAY 18, 1972, PL 92-300)

This agreement made on the 22ND day of APRIL 1976 by and between the Colorado Mountain Trails Foundation Inc., hereinafter referred to as the Foundation, and the Forest Service U.S.D.A., herein after referred to as the Forest Service, acting by and through the Regional Forester, R-2.

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, the Forest Service desires to develop public-service oriented programs designed to inform and involve the public in National Forest activities.

WHEREAS, the Colorado Mountain Trails Foundation is a non-profit, tax exempt, publicly supported organization chartered under the IRS designation of a "public foundation" 501 (C) (3), and is engaged in coordination as well as organizing, and directing the voluntary efforts of citizens, public and private organizations, and governmental agencies for the promotion of educational and recreational use of non-vehicular trails in Colorado.

WHEREAS, the trustees of the Foundation represent a broad and diverse group with substantial experience in the many facets of trail usage. And such trustees have demonstrated their willingness to devote a substantial amount of time when necessary, as well as personal financial contributions to assure the well being of the Foundation, and has sought and secured funding from foundations and others interested in the educational and recreational goals of the Foundation.

WHEREAS, the immediate goal of the Foundation is the development of a 480-mile trail system between Denver and Durango which is in essence a linear 480-mile classroom of nature's ecosystems. Associated closely with this is the planning, development and maintenance of a hut or other accommodation system needed and desirable to facilitate recreation use, resource protection and educational purposes. Although the recreational importance of the trail is obvious, the educational significance of this effort cannot be over emphasized. The educational part of the endeavor will place emphasis on the historical and environmental aspects involving the schools, colleges, universities, and communities which are interested in the network of trails.

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 Forest Service will:

1. Assist the Foundation by means of a special use permit, an Interpretive Association Cooperative Agreement and other authorization for use of National Forest and National Grasslands and Forest Service facilities within the State of Colorado for Foundation programs - when consistent with other qualified users and resource management needs.
2. Designate a coordinator to represent each. Forest Supervisor of administrative units where the Foundation has activities, and to work in close cooperation with the Foundation in all matters relating to that unit.
3. Provide technical assistance and advice to the Foundation when requested to do so subject to availability of authorized funds, and personnel.
4. Coordinate development projects with governmental authorities.
5. Review, amend if needed and approve the Annual Plan of Operation for activities involving each administrative unit administered by a Forest Supervisor. The Annual Plan is to be jointly developed pursuant to Sec. B-1.
6. Appoint personnel recruited for trail development and related work as "Volunteers in the National Forest" subject to such limitations as established by Congress and the Executive Branch.

B. The Foundation will:

1. Develop an annual operating plan, by June 1 for FY starting October 1, for activities involving each administrative unit with the assistance of the responsible Forest Supervisor. Such operating plans will include:
 - a. Proposed projects.
 - b. Number of Volunteers to be provided by the Foundation.
 - c. Materials and supplies to be contributed by the Foundation.
 - d. Assistance needed from the Forest Service.
2. Sponsor volunteers as provided for in the Volunteers in the National Forest Act of 1972.

3. Be guided by the intent of the Civil Rights Act of 1964, and the Equal Opportunity Clause, Form AD-369. The assurance required by Title VI of the Act is attached hereto and made a part of this agreement.
4. Will prepare and submit, an annual report to the Regional Forester, Forest Service, R-2 on the operations conducted under this Agreement.

C. The Foundation and the Forest Service mutually agree:

1. Representatives of each party to this agreement will hold joint meetings, at least one annually, for the purpose of reviewing operations under this agreement.
2. Prepare and distribute mutually agreed-upon educational material through an Interpretive Association Cooperative Agreement, which is attached hereto and is made a part of this agreement.
3. That no member of or Delegate to Congress or Resident Commission shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.
4. That nothing herein shall be construed as binding the Forest Service for the payment of money in excess of appropriations authorized by law. '
5. 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.
6. Foundation personnel and volunteers not covered by the Volunteers in the National Forest Act are not employees of the United States and are not covered by applicable "Volunteer" compensation benefits.
7. The assignment of a volunteer will not be used in any way to displace an employed worker or decrease existing contracts for service.
8. No contributions to the cooperative work funds provided herein 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 from cooperative work funds shall be and will remain the property of the United States unless otherwise provided for in the special use permit or other written authorization.

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

Date 4/22/76

UNITED STATES FOREST SERVICE

By: Craig W. Rupp

Regional Forester
Forest Service, U.S.D.A.
Rocky Mountain Region

Date 4/22/76

COLORADO MOUNTAIN TRAILS FOUNDATION, INC.

[Signature]

Chairman of the Board