

FS Agreement No. 14-MU-11083150-021
NPS Agreement No. MOU 2490-14-001

MEMORANDUM OF UNDERSTANDING
Between The
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE
NORTHEAST, NATIONAL CAPITAL, AND SOUTHEAST REGIONS AND
APPALACHIAN TRAIL PARK OFFICE,
AND THE
APPALACHIAN TRAIL CONSERVANCY,
And The
USDA, FOREST SERVICE
EASTERN AND SOUTHERN REGIONS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the U.S. Department of the Interior, National Park Service, Northeast, National Capital and Southeast Regions and the Appalachian Trail Park Office, hereinafter referred to as the "National Park Service," the Appalachian Trail Conservancy, hereinafter referred to as "the Conservancy," and the USDA, Forest Service, Eastern and Southern Regions, hereinafter referred to as the "U.S. Forest Service."

Background: The Appalachian National Scenic Trail, hereinafter referred to as Appalachian Trail, was designated as a National Scenic Trail by the National Trails System Act, hereinafter referred to as the Act, pursuant to 16 U.S.C. 1241, with management oversight responsibilities given to the Secretary of the Interior in consultation with the Secretary of Agriculture. These federal parties are responsible for providing for the maximum enjoyment of and safe access to the Appalachian Trail by the public, and are authorized and encouraged to fully utilize volunteer assistance. The Act allows that agreements may be entered into with private organizations to operate, develop, and maintain any portion of a national scenic trail. Both the U.S. Forest Service and the National Park Service have entered into agreements with the Conservancy for the accomplishment of certain operations and maintenance responsibilities on the Appalachian Trail.

Title: Appalachian Trail Sawyer Program

- I. PURPOSE:** The purpose of this MOU is to provide a framework for cooperation between the parties concerning sawyer safety training and certification for volunteers, Trail Club staff, Conservancy staff, and agency personnel who construct, operate, and maintain the Appalachian Trail. Where the term 'sawyer(s)' is used it refers to chainsaw and crosscut saw operations and safety training. This cooperation serves the mutual interests of the parties and the public in accordance with the following provisions.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS: The parties to this instrument recognize and support the essential roles of volunteers, Trail Club staff, Conservancy staff, and agency personnel in the construction, operation, maintenance, and cooperative management of the Appalachian Trail and its associated facilities, in order to keep the Trail open and passable for public use. The safety of these Appalachian Trail workers is a principal concern of the parties. The use of sawyers is frequently and routinely required to maintain the Appalachian Trail. The parties recognize that a consistent program for the training and certification of sawyers is necessary and desirable.

The parties also recognize the Appalachian Trail sawyer program needs to be efficient and must take into account the needs of volunteers in order to meet the goals of all involved.

The parties recognize the safety and health requirements issued by the Occupational Safety and Health Administration (OSHA) in Title 29 of the Code of Federal Regulations (CFR); and in particular, the OSHA standards for Logging Operations contained within 29 CFR 1910.266. The parties also recognize it is in the best interest of the Appalachian Trail sawyer program to adopt consistent, mutually agreeable standards and curricula for program implementation.

In the interest of consistency and optimal sawyer safety, the requirements for sawyer operations in the Forest Service Health and Safety Code Handbook (FSH 6709.11), which tier to the OSHA standards and include requirements for operator training, operator certification, operator recertification, required protective equipment, and first aid/CPR training will be adopted as the Appalachian Trail sawyer program standards. The current version of the "Chain Saw and Crosscut Saw Training Course" developed by the Missoula Technology and Development Center (MTDC) will be adopted as the basis for sawyer operator training, certification and recertification.

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

III. THE NATIONAL PARK SERVICE SHALL:

- A. Include, in any sponsored or individual volunteer agreements with Appalachian Trail maintainers and clubs that include sawyer work within the description of service, a provision to provide sawyer safety training as required by agency policy and the understandings contained within this MOU.
- B. Include sawyer work in volunteer agreement descriptions of service to the fullest extent possible and necessary while recognizing that such work can only be performed when the agency safety requirements are met.



- C. Require all instructors to maintain records of the training, certifications, and recertifications conducted and make these records available to the other parties and provide additional information as needed and requested.
- D. In accordance with and adherence to the other clauses in this instrument, accept and recognize as valid the current certifications of sawyers, including those trained by Forest Service, National Park Service, and Conservancy.
- E. With the other parties, provide required personal protective equipment to Appalachian Trail sawyers. Meet other supply needs to the fullest extent possible.

IV. THE CONSERVANCY SHALL:

- A. Include, in any sponsored or individual volunteer agreements with Appalachian Trail maintainers and clubs that include sawyer work within the description of service, a provision to provide sawyer safety training as required by agency policy and the understandings contained within this MOU.
- B. Include sawyer work in volunteer agreement descriptions of service to the fullest extent possible and necessary while recognizing that such work can only be performed when the agency safety requirements are met.
- C. On behalf of all partners, maintain official records of the training, certifications, and recertifications and make these records available to the other parties upon request.
- D. In accordance with and adherence to the other clauses in this instrument, accept and recognize as valid the current certifications of sawyers, including those trained by Forest Service, National Park Service, and Conservancy.
- E. With the other parties, provide required personal protective equipment to Appalachian Trail sawyers. Meet other supply needs to the fullest extent possible.
- F. Coordinate with local units of the Forest Service and National Park Service, volunteers, Trail Club staff and personnel of other agencies to schedule training, certification, and recertification opportunities led by Forest Service, National Park Service, and Conservancy-affiliated Instructors.

V. THE U.S. FOREST SERVICE SHALL:

- A. Include, in any sponsored or individual volunteer agreements with Appalachian Trail maintainers and clubs that include sawyer work within the description of



service, a provision to provide sawyer safety training as required by agency policy and the understandings contained within this MOU.

- B. Include sawyer work in volunteer agreement descriptions of service to the fullest extent possible and necessary while recognizing that such work can only be performed when the agency safety requirements are met.
- C. Require all instructors to maintain records of the training, certifications, and recertifications conducted and make these records available to the other parties and provide additional information as needed and requested.
- D. In accordance with and adherence to the other clauses in this instrument, accept and recognize as valid the current certifications of sawyers, including those trained by Forest Service, National Park Service, and Conservancy.
- E. With the other parties, provide required personal protective equipment to Appalachian Trail sawyers. Meet other supply needs to the fullest extent possible.
- F. Formally recognize, through the Regional Chain Saw/Crosscut Saw Program Coordinator of the Eastern Region and Southern Region, Conservancy sawyer Instructor/Certifiers. Instructor/Certifiers will train and certify Conservancy Instructors. Conservancy Instructors, will, in turn, train Appalachian Trail sawyers.
- G. Recognize certifications issued per the guidelines in this MOU as applicable across units in the Southern and Eastern regions.
- H. Follow the agency process of sawyer certification and recertification as outlined in R8 6709.11-2009-1 and R9 6709.11-2009-1, which is supplemental to FSH 6709.11 Chapter 22.48.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or National Park Service or the Conservancy 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 the National Park Service and the Conservancy, at the National Park Service and the Conservancy'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.

- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the National Park Service or the Conservancy from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. ENDORSEMENT. Any of the Conservancy's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service or National Park Service endorsement of the Conservancy's products or activities.
- D. 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.

- E. USE OF INSIGNIA. In order for the parties to use each other's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the appropriate offices. For the U.S. Forest Service, this is the Office of Communications. A written request must be submitted and approval granted in writing by the Forest Service Office of Communications (Washington Office) prior to use of the insignia.



- F. 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.
- G. 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).
- H. 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.
- I. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The National Park Service and the Conservancy 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:
- "The Southern and Eastern Regions of the U.S. Forest Service, Department of Agriculture, Appalachian Trail Sawyer Program."
- The National Park Service or Conservancy may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The National Park Service and Conservancy 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.
- J. ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The parties shall acknowledge each other in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.



- L. DEBARMENT AND SUSPENSION. The Conservancy 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 the Conservancy 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.
- M. 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.
- N. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire.
- O. 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.
- Q. The parties recognize that individual Appalachian Trail workers are responsible for meeting the requirements for Appalachian Trail sawyers in this MOU. For purpose of compensation for work-related injuries, volunteers shall be treated as federal employees pursuant to the Volunteers in Parks Act of 1969 and the Volunteers in the National Forests Act of 1972.
- R. The parties will comply with the requirements for safety and health standards issued by the Occupational Safety and Health Administration (OSHA) in Title 29 of the Code of Federal Regulations (CFR); and in particular, the OSHA standards for Logging Operations at 29 CFR 1910.266.
- S. The parties agree to adopt the standards for sawyer work contained within the Forest Service Health and Safety Code Handbook (FSH 6709.11) as the requirements for Appalachian Trail sawyers. These requirements tier to the OSHA standards and include requirements for operator training, required protective equipment, and first aid/CPR training.
- T. The parties agree to utilize the current version of the "Chain Saw and Crosscut Saw Training Course" developed by the Missoula Technology and Development Center (MTDC) as the basis for chain saw and crosscut saw operator training.



- U. The parties recognize that participation in a training course by an individual Appalachian Trail worker is not a guarantee of certification. Instructors have complete authority to limit the scope of certification on any operator, including restrictions on projects, functions, and material size, based on demonstrated performance.

- V. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



<i>National Park Service Project Contact</i>	<i>NPS Administrative Contact</i>
Todd Remaley, Chief Ranger	Angela Walters, Administrative Asst.
NPS – A.T. Park Office	NPS-A.T. Park Office
P.O. Box 50 (252 McDowell St.)	P.O. Box 50 (252 McDowell St.)
Harpers Ferry, WV 25425	Harpers Ferry, WV 25425
Phone: 304-535-6278...Fax: 6270	Phone: 304-535-6278 Fax: 6270
E-Mail: Todd_Remaley@nps.gov	E-Mail: Angela_Walters@nps.gov

<i>Conservancy Project Contact</i>	<i>Conservancy Administrative Contact</i>
Robert Proudman, Director of Conservation Operations	Andrew Downs, Regional Director
Appalachian Trail Conservancy	Appalachian Trail Conservancy
P.O. Box 807 (799 Washington St.)	SW & Central VA Region
Harpers Ferry, WV 25425	PO Box 174
Phone: 304-535-6331 Fax: 2667	Blacksburg, VA 24063 Phone: 540-953-3571
E-Mail: bproudman@appalachiantrail.org	E-Mail: adowns@appalachiantrail.org

<i>Southern Region Forest Service Project Contact</i>	<i>Eastern and Southern Region Forest Service Saw Program Contact</i>
Michelle Mitchell	Dan Peterson
Partnership and Volunteer Programs A.T. Liaison	Safety and Occupational Health Specialist
USDA Forest Service, Southern Region	USDA Forest Service
1720 Peachtree Road, NW, Suite 776S	1393 Highway 169 Ely, MN 55731
Atlanta, GA 30309 404-347-1749 (phone) 404-347-6217 (fax)	218 365-7634 office 218 343-4952 cell
E-Mail: michellemitchell@fs.fed.us	E-mail: DJPeterson@fs.fed.us

THE PARTIES HERETO have executed this instrument:

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NATIONAL PARK SERVICE, Northeast Region

Michael A. Caldwell

MICHAEL A. CALDWELL
Regional Director

3/20/14

Date



NATIONAL PARK SERVICE, National Capital Region

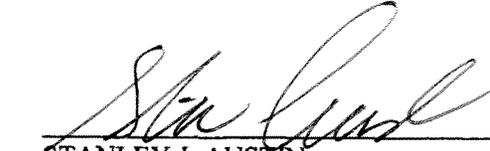
4.14.14

STEVE WHITSELL
Regional Director

Date



NATIONAL PARK SERVICE, Southeast Region



STANLEY J. AUSTIN
Regional Director

4/2/14

Date



NATIONAL PARK SERVICE, Appalachian Trail Park Office



WENDY JANSSEN
Superintendent, Appalachian National Scenic Trail



Date



APPALACHIAN TRAIL CONSERVANCY

Ronald J. Tept 8/10/14
Date

Executive Director/CEO



USDA FOREST SERVICE, Southern Region (Region 8)

LIZ AGPAQA
Regional Forester

February 7, 2014
Date

USDA FOREST SERVICE, Eastern Region (Region 9)

KATHLEEN ATKINSON
Regional Forester

3/13/14
Date

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

2-3-14
Plez West Date
USFS R8 Agreements Coordinator

3/12/14
Michael Rogers Date
USFS R9 Agreements Coordinator

Burden Statement

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