

# Cooperative Agreement

between the  
**State of Vermont**  
**Agency of Natural Resources**  
and  
**CRAG-VT, Inc.**

**THIS AGREEMENT** is made and entered effective this 20<sup>th</sup> day of September 2016 (the "Effective Date") by and between the State of Vermont, Agency of Natural Resources, hereinafter known as "ANR", and CRAG-VT, Inc., hereinafter known as "CRAG-VT".

**WHEREAS**, ANR is the agency of the State of Vermont that is responsible for ownership and management of certain lands owned and managed by the State of Vermont, including those lands administered and managed by the Department of Forests, Parks and Recreation, the Department of Fish and Wildlife, and the Department of Environmental Conservation; and

**WHEREAS**, CRAG-VT is a Vermont-based non-profit organization founded for and dedicated to preserving access to and conservation of Vermont's climbing resources; and

**WHEREAS**, CRAG-VT has the technical climbing capacity to provide information about climbing sites which are otherwise inaccessible to ANR staff; and

**WHEREAS**, rock climbing and associated climbing activities such as bouldering and ice climbing are traditional and growing uses of certain state-owned lands under the jurisdiction of ANR and its departments; and

**WHEREAS**, ANR recognizes that rock climbing and other similar pursuits are important recreational activities on ANR lands where appropriate and that if managed responsibly, ANR lands can accommodate and provide high quality opportunities for such use while still providing for the protection of important natural resources, and

**WHEREAS**, the State and CRAG-VT consider it mutually advantageous to cooperate regarding the management of climbing activities on ANR lands.

**NOW THEREFORE**, ANR and CRAG-VT hereby agrees as follows:

## **ANR HEREBY AGREES TO:**

1. Provide technical assistance and information to enable CRAG-VT to evaluate existing and potential climbing resources on ANR lands, provide related management guidance and advice, and to ensure responsible and appropriate use of approved climbing areas on ANR lands.
2. Review and consider information and proposals from CRAG-VT regarding existing climbing sites on ANR lands; proposed new climbing sites on ANR lands; and other climbing-related

proposals and management advice. ANR will use good faith effort to promptly evaluate and respond to such proposals.

3. Inform CRAG-VT of any information which may affect the stated goals of CRAG-VT regarding access to, conservation of, and management of climbing uses of ANR lands including, but not limited to, regulations and requirements, management concerns or conflicts, Agency or Department land policies, state long-range management planning efforts or goals. Provide additional pertinent information to assist CRAG-VT in their understanding and appreciation of state lands management objectives and goals.
4. Inform CRAG of any new climbing related activity or requests involving ANR lands made known to or received by ANR.
5. Address rock climbing and related climbing activities in the long-range management planning process for State lands as appropriate and in conjunction with all other allowed uses of ANR lands.
6. Review, evaluate and approve, if appropriate, the list of existing climbing areas on ANR lands compiled by CRAG-VT.
7. Designate an appropriate representative from ANR's Central Office and a representative from each of ANR's five district offices as ANR contacts with CRAG-VT.
8. In cooperation with CRAG-VT, monitor climbing uses at established sites on ANR lands and inform CRAG-VT of any associated issues or concerns.

**CRAG-VT HEREBY AGREES TO:**

1. Serve as the liaison between the climbing community and ANR to effectively establish a relationship with the climbing community and to promote appropriate, responsible climbing use of ANR lands through education, management and monitoring of use and to assist in the identification and prevention of inappropriate climbing uses.
2. Work to educate the climbing community on the opportunities and issues associated with climbing on ANR lands by reaching out to climbers through active use of its website, membership list and other means. CRAG shall annually report to ANR on its education and outreach efforts.
3. Compile a list of known existing climbing areas on ANR lands, including a description of such areas and uses.
4. Inform ANR of all new climbing areas, uses and, where feasible, routes, as they become known to CRAG-VT. Work cooperatively with ANR to establish a temporary management strategy for such areas, routes or uses, which may include restriction or prohibition of such areas, routes or uses until fully evaluated by CRAG-VT and approved by ANR. Inform ANR of all climbing-related issues, opportunities, initiatives and information associated with ANR lands, including but not limited to all climbing related accidents resulting in significant injury or death.

5. Provide advice, expertise, technical information and training, as needed, to ANR land managers to assist ANR in managing rock climbing and other related activities on ANR lands.
6. Coordinate with ANR to conduct or assist with ANR approved climbing-related management activities on ANR lands such as posting of climbing-related signs; developing, maintaining, or closing trails accessing climbing sites; removal of climbing equipment, trash; and after appropriate training from ANR staff, assist with inventories of climbing routes, rare plants and animals associated with cliff areas.
7. Serve as a resource for ANR and provide information to ANR to use in making management decisions including, but not limited to administering licenses and special use permits for guided rock climbing and related climbing activities and events proposed on ANR lands. Support and assist in the management and administration of these activities as may be requested by the State.
8. Actively participate in the public process for long-range management planning activities for ANR lands to provide ANR with climbing related information for specific land units.
9. Cooperate with ANR in preparing, and in some cases prepare draft permit applications for any necessary federal, state, or local permits and approvals that may be necessary for any work conducted under this agreement and comply with all required terms of such permits and approvals.
10. Provide an annual assessment or report no later than November 1<sup>st</sup> of each year to ANR that summarizes CRAG-VT's involvement in climbing issues on ANR lands over the past year under this Cooperative Agreement, identifies any climbing-related issues on ANR lands that need to be addressed, and provides specific recommendations for working with the climbing community and ANR over the coming year to address these issues. The annual report should address all items identified in this Agreement.

**IT IS MUTUALLY AGREED THAT**

1. CRAG-VT and ANR will work cooperatively in providing environmentally sustainable climbing opportunities in appropriate locations on ANR lands.
2. CRAG-VT and ANR will meet at least annually in October to review the Cooperative Agreement, and to develop priorities and goals for the coming year. Such priorities and goals shall be included in the annual report submitted to ANR.
3. CRAG-VT and ANR will work cooperatively in developing climbing-related guidelines, restrictions, and information for climbers including a climber's technical guide or "code of ethics" for climbing on ANR lands, fact sheets, maps as well as other information as may be necessary and appropriate.
4. Notwithstanding anything contained in this Agreement, ANR has the right to close any climbing routes or areas and restrict or prohibit any climbing-related use of ANR lands in its sole discretion and for any reason, including, but not limited to the following situations or conditions:

- Public safety may be endangered.
  - Climbing use is negatively impacting important natural resources.
  - Climbing use is resulting in unauthorized use of ANR lands.
  - Any other reason that in the determination of ANR justifies such action.
5. Permission to perform work on ANR lands or provide assistance to ANR under the terms of this agreement and any authorization supplemental hereto does not in any way convey to CRAG-VT or any CRAG-VT officials, agents, volunteers, contractors or any other persons working with CRAG-VT in the performance of said work, employee status or any other status that would extend to them the benefits of State employees.
  6. Nothing in this agreement shall be construed as obligating either CRAG-VT or ANR to expend labor and funds in excess of allotments or appropriations authorized or available.
  7. CRAG-VT and ANR will recognize the other Party and their contributions and partnership in publications or news releases regarding climbing activities on ANR lands.
  8. All ANR allowed climbing uses of ANR lands shall be available to all members of the public, regardless of CRAG-VT membership. It is understood that rock climbing and related climbing activities do not represent an exclusive use of ANR lands and that climbing sites and the associated access to such sites, are open to the public for multiple uses and purposes.
  9. CRAG-VT, by signature of its duly authorized officer, shall act in an independent capacity and not as a public instrumentality of the State, and the officers, employees, volunteers, or other agents of CRAG-VT shall not be deemed officers or employees of the State. CRAG-VT shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of CRAG-VT or of any agent of CRAG-VT. The State shall notify CRAG-VT in the event of any such claim or suit, and CRAG-VT shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement, CRAG-VT may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. CRAG-VT shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of CRAG-VT.
  10. CRAG-VT shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of CRAG-VT.
  11. Either party may terminate this agreement by giving thirty days' written notice to the other or by mutual agreement.
  12. Regular contact beyond required communication between CRAG-VT and ANR is encouraged.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized undersigned representatives have executed this agreement effective as of the Effective Date first set forth above.

**State of Vermont**

**Agency of Natural Resources**

By: \_\_\_\_\_

Secretary, Agency of Natural Resources

9-20-16

Date

**State of Vermont**

**Department of Forests, Parks and Recreation**

By: \_\_\_\_\_

Commissioner, Department of Forests, Parks and Recreation

9/19/16

Date

**State of Vermont**

**Department of Fish and Wildlife**

By: \_\_\_\_\_

Commissioner, Department of Fish and Wildlife

Sept 19 16

Date

**State of Vermont**

**Department of Environmental Conservation**

By: \_\_\_\_\_

Commissioner, Department of Environmental Conservation

9/19/16

Date

**CRAG-VT, Inc.**

By: \_\_\_\_\_

President, CRAG-VT

9-6-2016

Date

