

MEMORANDUM OF UNDERSTANDING

between

WILDERNESS INQUIRY, INC.

and the

**U.S. FOREST SERVICE
BUREAU OF LAND MANAGEMENT
NATIONAL PARK SERVICE
U.S. FISH AND WILDLIFE SERVICE
BUREAU OF RECLAMATION
U.S. ARMY CORPS OF ENGINEERS**

I. BACKGROUND

This Memorandum of Understanding (MOU) is between Wilderness Inquiry, Inc. (hereinafter referred to as WI), a non-profit 501(c)(3) organization, and the Bureau of Land Management, the Bureau of Reclamation, the National Park Service, the United States Forest Service, the United States Fish and Wildlife Service, and the U.S. Army Corps of Engineers, hereinafter referred to as the "agencies".

II. PURPOSE

The purpose of this MOU is to establish a general framework of cooperation between the agencies and WI for increased opportunities for people of all abilities to use and enjoy the programs, facilities, and activities of the agencies.

This MOU will provide a foundation for the agencies and WI to work together on issues of common interest and upon which the agencies and WI can jointly plan and carry out mutually beneficial programs, projects, and activities.

III. AUTHORITIES

The agencies are authorized to enter this MOU under the following statutes: 16 U.S.C. §§ 661, 4601-1(f), 4601-12; 43 U.S.C. § 1737(a)

IV. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The agencies have been entrusted with the care of the public lands and waterways of the United States, and charged with the duty to manage, maintain, and protect such resources in accordance with the present and future public good.

WI was formed in 1978 to promote the responsible enjoyment of public lands and related waters, and to provide opportunities for people with disabilities and other non-traditional recreationists to use and enjoy these resources. WI's program focus of integrating people from diverse backgrounds and ability levels has established a proven and effective service delivery system which fosters dignity, independence, and social integration. As such, WI:

- Conducts training on issues pertaining to serving people with disabilities
- Conducts trips and experiences involving integrated groups on public lands and related waters throughout the United States
- Develops written materials and adapted equipment to facilitate use and enjoyment of public lands and related waters by persons with disabilities
- Promotes responsible use of public lands and related waters by all people, including people with disabilities

The participating parties to this MOU have responsibilities and interests in facilitating use of public lands and related waters by people with disabilities.

The participating parties have an interest in enhancing public appreciation and knowledge regarding use and stewardship of the nation's public waterways and surrounding environments.

The participating parties have an interest in promoting safety awareness regarding activities on or near public lands and waterways while acknowledging that it is the responsibility of each individual to understand and accept risks associated with such activities.

The participating parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with the agency resource management objectives and plans.

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

V. WILDERNESS INQUIRY WILL:

1. Advise the agencies of the concerns and needs of people with disabilities and other constituents as they relate to the management of agency administered lands and waterways, including safety, quality of experience, environmental impact, and cost effectiveness.

2. Consider entering into agency-specific agreements or other appropriate agreements individually or collectively with the participating agencies.

3. Work cooperatively with the agencies in efforts to convey information to the public regarding the use of public lands and related waterways by people with disabilities.

4. Convey agency concerns to the public and encourage the environmentally responsible use on or near agency administered lands or related waters.

VI. THE BLM, BOR, NPS, USFS, USFWS, and COE WILL:

1. Provide publicly available information to WI on conservation and management issues pertaining to agency administered lands and waterways.

2. Advise WI of opportunities to participate in the public involvement processes and events such as: a) those dealing with planning, implementation, and evaluation of land, water and waterway management activities; b) projects designed to enhance use of public lands and related waterways by people with disabilities; c) existing and future rules and regulations concerning public use of agency administered resources; d) education programs concerning safety and responsible environmental behavior.

3. Consider entering into agency-specific agreements or other appropriate agreements, individually or collectively, with WI.

4. Provide guidance and leadership for the planning, implementation, and monitoring of any project undertaken pursuant to this MOU.

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

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this MOU does not establish authority for noncompetitive award to WI of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

2. Nothing in this MOU shall obligate WI to expend funds, or enter into any contract or other obligations with the participating agencies.

3. Nothing in this MOU shall obligate the agencies to expend appropriations or to enter into any contract or other obligations with WI.

4. This MOU in no way restricts the participating agencies from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
5. No Member of, delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
6. All activities pursuant to this MOU and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, age, religion or sex in providing for facilities and services to the public.
7. WI will not publicize or otherwise circulate promotional material (such as but not limited to advertisements, brochures, press releases, speeches, film, photographs, articles, manuscripts or other publications) which states or implies that the agency or agencies endorse WI or its position without the prior approval of said agency or agencies.
8. No money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. PENALTY: Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment (18 § U.S.C. 1913).
9. Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District of Columbia establishing, affecting, or relating to the MOU.
10. This MOU may be modified or amended as necessary upon written consent of all parties. If either party fails to observe any of the terms and conditions of this MOU, the other party may terminate this MOU for default

without any legal process whatsoever by giving thirty (30) days written notice of termination, effective at the end of the thirty (30) day period. The NPS, FS, USBR, USF&WS, BLM, USACE or any other participating agency may terminate this MOU for the convenience of the government, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified in writing within 5 working days following the termination.

11. This MOU will remain in force for a period of five years from the date of its execution.

12. The principal contact for this MOU from WI is:

Gregory J. Lais
Wilderness Inquiry
1313 Fifth Street SE, Box 84
Minneapolis, MN 55414-1546
(612) 379-3858

13. The principal contacts for this MOU from the respective agencies are as follows:

James S. Bedwell
USDA Forest Service
201 14th Street, SW
Washington, D.C. 20250
(202) 205-1406

David Park
National Park Service
800 N Capitol Street
Washington, D.C. 20001
(202) 343-3674

Karen Megorden
Bureau of Reclamation
1150 North Curtis Rd PN-4700
Boise, ID 83707-1234
(208) 378-5053

W. Kay Ellis
Bureau of Land Mgmt.
1849 C Street, NW Rm 204
Washington, D.C. 20240
(202) 452-7799

Doug Gentile
U.S. Fish & Wildlife Service
4401 N. Fairfax Drive
Arlington, VA 22203
(703) 358-2558

Judy Rice
U.S. Army Corps of Engineers
CECW-ON
20 Massachusetts Ave., NW
Washington, DC 20314-1000
(202) 761-0247

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

Gregory J. Lais
Gregory J. Lais, Executive Director
Wilderness Inquiry

Oct. 22
Date

Ronald E. Stewart
for Michael Dombeck
Chief, Forest Service

10/22/97
Date

Robert Stanton
Robert Stanton
Director, National Park Service

10/22/97
Date

Patrick Shea
Patrick Shea
Director, Bureau of Land Management

10/22/97
Date

John H. Zirschky
Dr. John H. Zirschky
Asst. Secretary of the Army (Civil Works)

10/22/97
Date

Alan P. Kleinman
Alan Kleinman
Acting Commissioner, Bureau of Reclamation

10-22-97
Date

Bryan K. Williams
Jamie Rappaport Clark
Director, Fish & Wildlife Service

10/22/97
Date