

MEMORANDUM OF UNDERSTANDING  
between

USDA FOREST SERVICE AGREEMENT NO: 04-SU-11132424-091  
BUREAU OF LAND MANAGEMENT  
BUREAU OF RECLAMATION  
NATIONAL PARK SERVICE  
U.S. FISH AND WILDLIFE SERVICE  
U.S. ARMY CORPS OF ENGINEERS

and

WILDERNESS INQUIRY, INC.

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the USDA Forest Service, the Bureau of Land Management, the Bureau of Reclamation, the National Park Service, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, hereinafter referred to as the "agencies" and Wilderness Inquiry, Inc., hereinafter referred to as WI, a non-profit tax-exempt charitable organization under section 501(c)(3) of the IRS Code.

A. 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.

B. AUTHORITIES

The agencies are authorized to enter into this MOU under the following statutes: 16 U.S.C. 661, 460/-1(f), 460/-12; 43 U.S.C. 1737(b).

C. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The agencies have been entrusted with the care of the federal 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 trips and experiences involving integrated groups on public lands and related waters throughout the United States.
- Conducts research related to providing outdoor adventure for people of all ages, backgrounds, and abilities.
- 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.
- Conducts training on issues pertaining to serving people with disabilities.

The participating parties to this MOU have responsibilities and interests in facilitating use of federal 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 federal 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.

#### D. THE AGENCIES 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 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 federal 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 planning, implementation, and monitoring of any project undertaken pursuant to this MOU.

E. WI WILL:

1. Provide information to the agencies related to 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 participating agencies.
3. Work cooperatively with the agencies in efforts to convey information to the public regarding the use of federal lands and related waterways by people with disabilities.
4. Assist the agencies in conveying agency concerns to the public and encourage the environmentally responsible use of agency administered and nearby lands or related waters.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or WI from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the U.S. Department of Agriculture Forest Service and the U.S. Department of the Interior Bureau of Land Management, Bureau of Reclamation, National Park Service, and U.S. Fish and Wildlife Service and the Department of Defense U.S. Army Corps of Engineers and Wilderness Inquiry. It shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of U.S. Department of Agriculture Forest Service or the U.S. Department of the Interior Bureau of Land Management, Bureau of Reclamation, National Park Service, or U.S. Fish and Wildlife Service or the Department of Defense U.S. Army Corps of Engineers or Wilderness Inquiry and the subsequent written concurrence of the others. The U.S. Department of Agriculture Forest Service or the U.S. Department of the Interior Bureau of Land Management, Bureau of Reclamation, National Park Service, and U.S. Fish and Wildlife Service or the Department of Defense U.S. Army Corps of

Engineers or Wilderness Inquiry may withdraw from this MOU with a 60-day written notice to the others.

5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Forest Service Administrative Contact
Janet Zeller	Jody Sartori
Accessibility Program Mgr.	Budget Coordinator
Recreation, Heritage and Wilderness Resources	Recreation, Heritage and Wilderness Resources
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WILDERNESS INQUIRY, INC Project Contact	WILDERNESS INQUIRY, INC Administrative Contact
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Accessibility Program Mgr.	Budget Coordinator, Recreation
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BUREAU OF RECLAMATION Project Contact	BUREAU OF RECLAMATION Administrative Contact
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Civil Rights and Equal Opportunity Mgr.	Civil Rights and Equal Opportunity Mgr.
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NATIONAL PARK SERVICE Project Contact	NATIONAL PARK SERVICE Administrative Contact
David Park	Donna Kalvels
Accessibility Program Mgr.	Chief Contracting Officer
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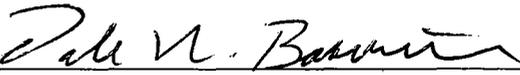
U.S. FISH AND WILDLIFE SERVICE Project Contact	U.S. FISH AND WILDLIFE SERVICE Administrative Contact
Connie Lanahan	David C. Robinson
Accessibility Program Mgr.	Administrative Officer
Phone: 703-358-1968	Phone: 703-258-2029
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E-Mail: Connie_Lanahan@FWS.gov	E-Mail: David_Robinson@FWS.gov

U.S. ARMY CORPS OF ENGINEERS Project Contact	U.S. ARMY CORPS OF ENGINEERS Administrative Contact
Judith V. Rice	Scott A. Felder
Accessibility Program Manager	Captain, JA Assistant Counsel for Fiscal, International and Intellectual Property Law
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FAX:	FAX: 202-761-0270
E-Mail: judithv.rice@usace.army.mil	E-Mail: scott.felder@usace.army.mil

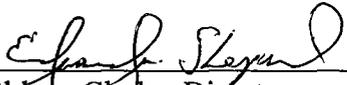
6. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. 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. This instrument does not provide such authority. Specifically, this instrument 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.

7. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document are representatives of the parties and are authorized to act in their respective areas for matters related to this agreement.

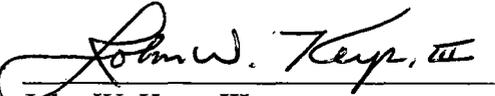
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

  
Dale Bosworth, Chief  
USDA Forest Service

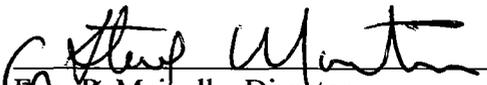
7/26/05  
Date

  
Kathleen Clarke, Director  
BUREAU OF LAND MANAGEMENT

7/26/05  
Date

  
John W. Keys, III,  
Commissioner  
BUREAU OF RECLAMATION

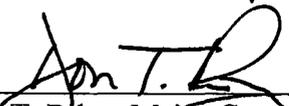
JULY 26, 2005  
Date

  
Fran P. Mainella, Director  
NATIONAL PARK SERVICE

7/26/05  
Date

  
Matthew Hogan, Acting Director  
U.S. FISH AND WILDLIFE SERVICE

7-26-05  
Date

  
Don T. Riley, Major General, U.S. Army  
Director of Civil Works  
U.S. ARMY CORPS OF ENGINEERS

7-26-05  
Date

  
Gregory J. Lais, Executive Director  
WILDERNESS INQUIRY, INC.

7/26/2005  
Date