

MEMORANDUM OF UNDERSTANDING
between
NORTH AMERICAN WATER TRAILS, INCORPORATED

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

I. BACKGROUND

This Memorandum of Understanding (MOU) is between North American Water Trails, Inc. (hereinafter referred to as "NAWT") and the The National Park Service, the United States Fish and Wildlife Service, the Bureau of Land Management, the Bureau of Reclamation, and the United States Army Corps of Engineers, agencies of the United States Government (hereinafter referred to as the "Agencies".)

II. PURPOSE

1. The purpose of this MOU is to establish the general framework of cooperation between the Agencies and the NAWT.
2. This agreement will provide a foundation for the Agencies and the NAWT to work together on issues of common interest and upon which the Agencies and the NAWT can jointly plan and carry out mutually beneficial programs, projects and activities.
3. This agreement will also provide a general framework for cooperation, common activities, and joint agreements between the local land managers of the Agencies and the local water trail organizations that are members of the NAWT.

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

1. The Agencies have been entrusted with the care of 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.
2. NAWT is dedicated to the furtherance of knowledge about the historical and environmental value of interior and coastal waters, to the education of the public in the oceanography and ecology of these coastal and riparian habitats, to the sustainable development of water trails for the safety and convenience of small boat users and the public, and to the establishment of local water trail organizations that are models for the thoughtful use and volunteer stewardship of the access points and camp sites along the waterways.
3. The participating parties to this agreement have responsibilities and interests in the conservation and management of America's natural waterways and in efforts to address the growing public use of these resources.
4. The participating parties to this agreement share an interest in conserving the scenery and the natural and historic objects and wildlife on federal lands while providing for the enjoyment of the lands in such a manner as to leave them unimpaired for future generations.

5. The participating parties have an interest in enhancing public appreciation and knowledge regarding the nation's public waterways and surrounding environments.
6. The participating parties have an interest in promoting safety awareness regarding activities on or near public waterways while acknowledging that it is the responsibility of each individual to understand and accept the risks associated with such activities.
7. The participating parties have an interest in contributing to the search for innovative joint ventures and cooperative arrangements that bring together public and private, federal, state and local agencies to effectively and efficiently provide for the sustainable development and use of Federal lands and waters.
8. The participating parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with agency resource management objectives and plans.
9. The participating parties share a responsibility to provide support and guidance to their respective locally managed units in the pursuit of their mission and in the conduct of their activities.

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

IV. NORTH AMERICAN WATER TRAILS, INCORPORATED WILL:

1. Inform the Agencies of the concerns and needs of small boat users and the public as they relate to the management of agency administered lands and waterways.
2. Work cooperatively with the Agencies in efforts to convey information to the public regarding the safe and responsible use of canoes, kayaks and other small boats.
3. Work cooperatively with the Agencies in efforts to convey information to the public regarding the proper use of the land and water that are part of a NAWT affiliated water trail.
4. Exchange information with the Agencies on matters concerning the use of canoes, kayaks, and other small boats including safety, water quality, environmental impact and instream flow requirements.
5. Convey Agency concerns to trail users and the paddling public and encourage the environmentally responsible use and operation of water craft while on or near Agency administered lands or related waters.
6. Provide stewardship in protecting and maintaining any Federal lands to which they are given access and use.
7. Provide information to the Agencies gathered during data collection activities especially in remote areas that are difficult for the Agencies to monitor.
8. Share information and provide technical guidance to the Agencies regarding the development and management of water trails.
9. Inform water trail organizations and users regarding the missions and responsibilities of the agencies in water trail management.
10. Assist Agencies in identifying and documenting historic water trails and the cultural, social, and commercial history associated with them.

V. THE NPS, USFWS, BLM, BOR, and CORPS OF ENGINEERS WILL:

1. Provide publicly available information to the NAWT on conservation and management issues pertaining to Agency administered lands and waterways.
2. Exchange information with the NAWT regarding 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 Agency administered natural resources; c) existing and future rules and regulations concerning public use of Agency administered resources; d) education programs concerning safety and responsible environmental behavior.
3. Provide guidance and leadership for the planning, implementation, and monitoring of any project undertaken pursuant to this MOU.
4. Consider providing speakers for and attendance at conferences and meetings organized by NAWT and its membership organizations.
5. Convey to their regional and local offices information regarding the mission and activities of NAWT and its membership.
6. Make Federal lands and waters available for the furtherance of this Memorandum of Understanding subject to applicable Federal laws, regulations, management plans and other management directions.

VI. 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 NAWT 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 agreement shall obligate the NAWT to expend funds, or enter into any contract or other obligations with the participating Agencies.
3. Nothing in this agreement shall obligate the Agencies to expend appropriations or to enter into any contract or other obligations with the NAWT.
4. No member of, or delegate to Congress shall be admitted to any share or part of this MOU, or any benefits that may arise therefrom; but this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.
5. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, age, religion, sex, national origin or disability. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, age, religion, sex, national origin or disability.
6. The NAWT 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 the NAWT or its position. NAWT must obtain prior approval before releasing any public information which refers to the Agencies, any of their employees, or to this agreement.

7. Projects on National Wildlife Refuges will support the six priority wildlife-dependent recreational activities listed in Executive Order 12996 where compatible with the purpose for which the refuge was established. These six priority activities are environmental education and interpretation, wildlife observation and photography, hunting and fishing.

8. This Memorandum of Understanding in no way constitutes an endorsement of NAWT by the Chief of Engineers, U. S. Army.

9. This MOU may be modified or amended as necessary, or terminated, upon written consent of all parties. Any signatory may withdraw from this agreement with 60 day written notice to all parties.

10. This MOU will remain in force for a period of 5 years from the date of its execution, unless modified, amended or terminated pursuant to VI (9).

11. The principal contact for this MOU from the NAWT is:

Franz Gimmler, Vice President
North American Water Trails, Inc.
3410 North Edison Street
Arlington, Virginia, 22207-1830
703-241-5464 FAX 703-241-2398

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

Chris Brown
National Center for
Recreation and Conservation
National Park Service, USDI
1849 "C" Street, N.W.
Washington, D.C. 20240
202-565-1175, FAX 202-565-1204

Ms. Terry Villanueva
U.S. Fish and Wildlife Service
4401 N. Fairfax Drive, Room 670
Arlington, Virginia, 22203
703-358-2029
FAX 703-358-2270

Mollie Buckley,
Bureau of Reclamation
1849 "C" Street, N.W.
Washington, D.C. 20240
202-208-3411
FAX 202-208-3484

Jack Peterson
Bureau of Land Management
1849 "C" Street, N.W.(LS Rm 204)
Washington, D.C. 20240
202-452-5082
FAX 202-452-7709

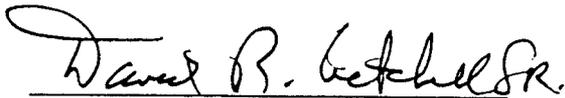
Darrell Lewis
Natural Resources Management
U.S. Army Corps of Engineers
20 Massachusetts Avenue, N.W.
HQUSACE (CECW-ON)
Washington D.C. 20314-1000
202-761-0247, FAX 202-761-1671

VII. AGENCY AUTHORITY:

Authority to enter into this agreement is the Outdoor Recreation Act of 1963 (16 USC 4601-3).

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

For North American Water Trails, Inc.

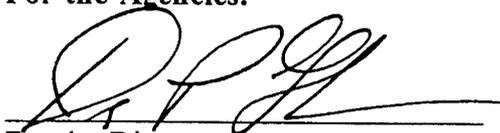


David R. Getchell, President
North American Water Trails, Inc.

6-7-97

Date

For the Agencies:



For the Director
National Park Service

05/30/97

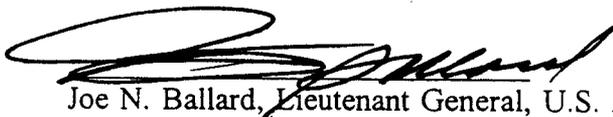
Date



Sylvia Baca, Acting Principal Deputy Director
Bureau of Land Management

6/7/97

Date



Joe N. Ballard, Lieutenant General, U.S. Army
Chief of Engineers

8/11/97

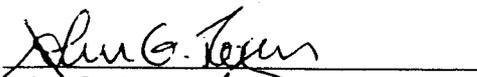
Date



Eluid Martinez, Commissioner
Bureau of Reclamation

8/15/97

Date



John G. Rogers, Acting Director
Fish and Wildlife Service

6/4/97

Date