

THIS MEMORANDUM OF UNDERSTANDING
is entered into by

U.S. DEPARTMENT OF THE INTERIOR

Office of Youth, Partnerships and Service

Bureau of Land Management

Bureau of Indian Affairs

Bureau of Indian Education

Bureau of Reclamation

National Park Service

U. S. Fish and Wildlife Service

U.S. DEPARTMENT OF AGRICULTURE

U.S. Forest Service

U.S. DEPARTMENT OF DEFENSE

U.S. Army Corps of Engineers

U.S. DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

and

Catch a Special Thrill (CAST) for Kids Foundation

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by the U.S. Department of the Interior (DOI)'s Office of Youth Partnerships and Service, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Indian Education, Bureau of Reclamation, National Park Service, and U.S. Fish and Wildlife Service; the U.S. Department of Agriculture's U.S. Forest Service; the U.S. Department of Defense's U.S. Army's Corps of Engineers; and the U.S. Department of Commerce's National Oceanic and Atmospheric Administration, hereinafter referred to as "the agencies," and the Catch A Special Thrill for Kids Foundation, a non-profit organization in the State of Washington, hereinafter referred to as CAST.

I. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation among the agencies and CAST for increased opportunities for individuals served by CAST to use and enjoy outdoor recreation on federal lands and waters.

Established in 1991, CAST promotes the health benefits of safe, accessible outdoor recreation for youth with disabilities and/or disadvantages through fishing activities and events. In 2011, CAST inaugurated the "Take a Warrior Fishing" Program to support transitioning military service members with disabilities and their families. The "Take a

Warrior Fishing” program encourages fishing as a therapeutic activity that contributes to a wounded soldier’s return to military service or civilian life.

These services provided by CAST will assist the agencies in meeting their goals of providing accessible programs and facilities, and opportunities for healthy outdoor recreation to the public. This MOU establishes a framework for the agencies and CAST to work cooperatively with disability advocacy organizations, tribal governments, local governmental agencies, community organizations, and fishing and boating organizations to develop and implement mutually beneficial programs, projects, and activities in an outdoor recreational setting that serve children and military service members with disabilities and/or disadvantages.

II. AUTHORITY

This MOU is entered into under the following authorities:

Department of the Interior

The programmatic authority for the parties to undertake activities contemplated by this MOU includes, but is not necessarily limited to, the Take Pride in America Program authorized by the Take Pride in America Act, 16 U.S.C. 4601 to 08.

United States Forest Service

Organic Administration Act, 16 U.S.C. 551

United States Army Corps of Engineers

Section 4 of the Flood Control Act of 1944, as amended, 16 U.S.C. 460d

Federal Water Project Recreation Act of 1965, 16 U.S.C. 460l

Section 313 of the Water Resources Development Act of 1990, 33 U.S.C. 2320

Section 225 of the Water Resources Development Act of 1992, 33 U.S.C. 2328

Section 213 of the Water Resources Development Act of 2000, 33 U.S.C. 2339

National Oceanic and Atmospheric Administration

The programmatic authorities for the parties to undertake activities contemplated by this MOU include, but are not necessarily limited to:

- (1) The National Marine Sanctuaries Act (NMSA or Act), 16 U.S.C. 1431 *et. seq.*, as amended. Section 309 of the Act (16 U.S.C. § 1440) provides for sanctuary-related research, monitoring and education programs. Section 311 (16 U.S.C. § 1442) authorizes the Office of National Marine Sanctuaries (ONMS) to enter into agreements to carry out the purposes and policies of the Act. Section 311 also authorizes ONMS to enter into agreements a non-profit to solicit donations to carry out the purposes and policies of the Act. Section 316 (16 U.S.C. §1445b)
- (2) Fish and Wildlife Coordination Act, 16 U.S.C. 661
- (3) Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et. seq.*
- (4) 16 U.S.C. 742f

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The agencies have been entrusted with management of federal lands and waters and charged with the duty to manage, maintain, and protect such resources in accordance with the present and future public good. Supporting CAST fishing events will help the agencies promote responsible participation in outdoor recreation and provide accessible programs, facilities, and activities to the public. The agencies and CAST have an interest in nutritional food and drink and information on the importance of physical activity in maintaining a healthy lifestyle in conducting programs, projects, and activities under this MOU.

IV. RESPONSIBILITIES:

A. THE AGENCIES WILL:

- 1. Work collaboratively with CAST in developing, planning, organizing, implementing, monitoring, and evaluating programs, projects, and activities that provide safe, accessible outdoor recreation for youth and veterans with disabilities and their families through fishing activities and events.**
- 2. Work cooperatively with CAST to convey information to the public regarding the environmentally responsible use of federal lands and waters by youth with disabilities or disadvantages and veterans with disabilities and their families.**
- 3. As appropriate, enter into agency-specific agreements with CAST to further the purposes of this MOU.**
- 4. Subject to applicable law and agency policy and agency approval, make agency lands and waters available for programs, projects, and activities conducted under this MOU.**

B. CAST WILL:

- 1. Work collaboratively with the agencies in developing, planning, organizing, implementing, monitoring, and evaluating programs, projects, and activities that provide safe, accessible outdoor recreation for youth and veterans with disabilities and their families through fishing activities and events.**
- 2. Work cooperatively with the agencies to convey information to the public regarding the environmentally responsible use of federal lands and waters by youth with disabilities or disadvantages and veterans with disabilities and their families.**

3. Provide information to the agencies related to the concerns and needs of youth with disabilities or disadvantages and veterans with disabilities as they relate to programs, projects, and activities conducted under this MOU, including accessibility issues and quality of experience.
4. As appropriate, enter into agency-specific agreements to further the purposes of this MOU.
5. Obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU, the agencies, or the name or title of any employee of the agencies in connection with this MOU. No press release, published advertisement, or other statement intended for the public or any other action by CAST may infer that the United States or the agencies endorse any of CAST's products, services, or policies, nor may any such public communication or action imply that any preferential treatment, exclusive rights, or privileges are afforded to CAST by any of the agencies.

V. MISCELLANEOUS PROVISIONS

- A. This MOU is neither a fiscal nor a fund-obligating document. Any reimbursement or contribution of funds among the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Any reimbursement or contribution of funds shall be made in writing in a separate document and shall be independently authorized by appropriate statutory authority. This MOU does not provide that authority. Furthermore, this MOU does not establish authority for noncompetitive award to a cooperator or contractor under another agreement. Any agreement for training or other services must comply with all applicable requirements for competition.
- B. Nothing in this MOU may be construed to obligate the agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress, or to obligate the agencies or the United States to spend funds on any particular project or purpose, even if funds are available.
- C. This MOU in no way restricts the agencies from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- D. The parties will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this

MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. In implementing this MOU, each agency will be operating under its laws, regulations, and policies, subject to the availability of appropriated funds.

- E. Any information furnished to the agencies under this MOU is subject to the Freedom of Information Act, 5 U.S.C. 552.
- F. Nothing in this MOU may be interpreted to imply that the United States or the agencies endorse any of CAST's products, services, or policies.
- G. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- H. In implementing this MOU, there shall be no discrimination against any person because of age, race, creed, color, ability, national origin, or sexual orientation.
- I. Nothing in this MOU shall be construed as affording CAST any preferential treatment, exclusive rights, or privileges.
- J. This MOU is intended to improve cooperation among the parties and is not intended to create any substantive or procedural right or benefit enforceable at law by any party against the United States, its agencies, its officers, or any person.
- K. The U.S. Army Corps of Engineers does not permit the use, reproduction, copying, or redistribution of its brands, trademarks, and logos without written permission.
- L. This MOU takes effect on the date it is fully executed and will expire ten years from its effective date. This MOU may be extended or amended upon written agreement of all the parties. Any party may terminate this MOU after 60 days written notice.

VI. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

CAST for Kids Foundation

Executive Director
Telephone: 425-251-3214
Facsimile: 425-251-3272
Email: jim@castforkids.org

BUREAU of LAND MANAGEMENT

Accessibility Program Mgr.
Telephone: 202-912-7251
Facsimile: 202-245-0050
Email: Christine_McDonald@blm.gov

BUREAU of RECLAMATION

Policy Analyst
Phone: 202-513-0599
Facsimile: 202-513-0638
Email: Rfulkerson@usbr.gov

NATIONAL PARK SERVICE

Special Advisor
Telephone: 202-513-0361
Facsimile: 202-513-0361
Email: Joy_Pietschmann@nps.gov

U.S. ARMY CORPS OF ENGINEERS

National Partnership Program Manager
Telephone: 503-808-4313
Facsimile: 503-808-4329
Email: Heather.d.burke@usace.army.mil

U.S. FOREST SERVICE

Interpretive Services and Tourism Program
Telephone: 202-205-1406
Facsimile: 202-205-1145
Email: kristennelson@fs.fed.us

NATIONAL OCEANIC and ATMOSPHERIC ADMINISTRATION

National Ocean Service/ National Marine Sanctuaries Education Specialist
Telephone: 301-713-7279
Facsimile: 301-713-0404
Email: tracy.hajduk@noaa.gov

NOAA Fisheries/ National Policy Advisor for Recreational Fisheries

Phone: 727-551-5740
Fax: 727-824-5320
E-Mail: Russell.Dunn@noaa.gov

BUREAU of INDIAN AFFAIRS

Youth Programs Bureau Coordinator
Phone: 202-208-3587
Facsimile: 202-208-6334
Email: Fredericka.joseph@bia.gov

YOUTH, PARTNERSHIPS & SERVICE

Acting Director
Telephone: 202-208-4881
Facsimile: 202-208-4867
Email: Olivia_Ferriter@ios.doi.gov

U.S. FISH AND WILDLIFE SERVICE

Fishery Biologist
Telephone: 703-358-1718
Facsimile: 703-358-2044
Email: bennie_williams@fws.gov

BUREAU of INDIAN EDUCATION

Program Analyst
Telephone: 202-208-3559
Facsimile: 202-208-3312
Email: Juanita.Keasing@bie.edu

VII. SIGNATORIES

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

acting


Director
BUREAU OF BUREAU OF LAND MANAGMENT
Agreement No:

5/14/2012
Date



Director
BUREAU OF INDIAN AFFAIRS
Agreement No:

5/8/2012
Date

Acting

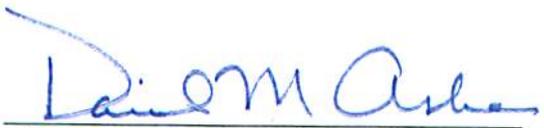

Commissioner
BUREAU OF RECLAMATION
Agreement No:

5/3/12
Date



Director
NATIONAL PARK SERVICE
Agreement No:

5/7/2012
Date



Director
U.S. FISH AND WILDLIFE SERVICE
Agreement No:

4.30.2012
Date

Olivia B. Feniter, acting

Director
Office of Youth, Partnerships and Service
Agreement No:

June 1, 2012

Date

Keith O. Moore

Director
BUREAU OF INDIAN EDUCATION
Agreement No:

6-1-12

Date

Michael J. Walsh

MICHAEL J. WALSH
Major General, USA
Deputy Commanding General
for Civil and Emergency Operations

29 May 2012

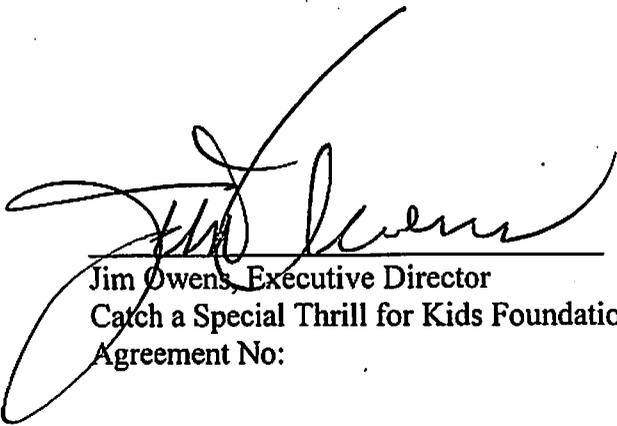
Date

Eric Schwaab

Eric Schwaab, Acting Assistant Secretary for
Conservation and Management
U.S. DEPARTMENT OF COMMERCE/ NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION/ NATIONAL OCEAN SERVICE
Agreement No:

May 29, 2012

Date



Jim Owens, Executive Director
Catch a Special Thrill for Kids Foundation
Agreement No:

6-4-12
Date



Thomas L. Tidwell, Chief
U.S. FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE
I-WEB Agreement No: 1213000020942109

5/30/12
Date