



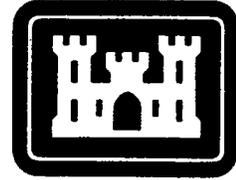
MEMORANDUM OF UNDERSTANDING

between the

AMERICAN CANOE ASSOCIATION

and the

UNITED STATES ARMY CORPS OF ENGINEERS



**US Army Corps
of Engineers**

Cool 7/10/95

I. BACKGROUND

This Memorandum of Understanding (MOU) is between the American Canoe Association, a nonprofit organization and hereinafter referred to as the "ACA", and the United States Army Corps of Engineers, an agency of the United States Government and hereinafter referred to as the "Corps".

II. PURPOSE

The purpose of this MOU is to establish a general framework of cooperation between the Corps and the ACA.

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

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The U.S. Army Corps of Engineers, under the supervision of the Secretary of the Army, is authorized to, among other things, construct, maintain, and operate public park and recreation facilities at water resource development projects under the control of the Department of the Army, to permit the construction of such facilities by local interests, and to permit the operation and maintenance of such facilities by local interests. The water areas of all such projects are generally open to public use for boating, swimming, bathing, fishing, and other recreational purposes, and access to such areas along the shores of such projects is maintained for general public use, when such use is determined by the Secretary of the Army not to be contrary to the public interest.

The ACA was formed to advocate the responsible enjoyment of paddle sports including canoeing, kayaking, and rafting. As such, the ACA promotes and assists with safety education and awareness and paddle sports competition; is concerned with issues related to waterway

access for all paddlers and with the conservation, preservation, and protection of America's natural areas, focusing primarily on rivers, streams, lakes, coastal waterways and their surrounding environments.

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 related to paddle sports.

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

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 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 agency resource management objectives and plans.

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

IV. AMERICAN CANOE ASSOCIATION WILL:

1. Inform the Corps of the concerns and needs of the paddling public as they relate to the management of Corps administered lands and waterways.
2. Consider entering into such agreements with the Corps as may be appropriate and necessary to further the purposes of this MOU.
3. Work cooperatively with the Corps in efforts to convey information to the public regarding the safe and responsible use of canoes, kayaks, and rafts.
4. Advise the Corps on matters concerning the use of canoes, kayaks, and rafts, including safety, water quality, and environmental impacts, and instream flow requirements related to paddle sports.
5. Convey the Corps concerns to the paddling public and encourage the environmentally responsible use and operation of water craft while on or near Corps administered lands or related waters.

V. THE CORPS OF ENGINEERS WILL:

1. Provide publicly available information to the ACA on conservation and management issues pertaining to Corps administered lands and waterways related to water sports, to the extent authorized and contemplated by existing law.
2. Advise the ACA of opportunities to participate in the public involvement processes and events that relate or impact paddle sports, to the extent authorized and contemplated by existing law.
3. Consider entering into such agreements with the ACA as may be appropriate and necessary to further the purposes of this MOU.
4. Provide guidance and leadership for the planning, implementation, and monitoring of any project undertaken pursuant to this MOU.

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 the ACA 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 ACA to expend funds, or enter into any contract or other obligations with the Corps.
3. Nothing in this agreement shall obligate the Corps to expend appropriations or to enter into any contract or other obligations with the ACA.
4. Any activities undertaken by either party pursuant to this MOU shall be subject to existing applicable law and regulations.
5. 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.
6. The ACA 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 Corps endorses the ACA or its position without the prior written approval of the Corps.

7. This MOU may be modified or amended as necessary upon written consent of all parties, or may be terminated by either party with a 60 day written notice to the other party.

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

9. The principal contact for this MOU from the ACA is:

David E. Jenkins, Director,
Conservation and Public Policy
American Canoe Association
7432 Alban Station Blvd., Suite B-226
Springfield, Virginia 22150-2311
(703) 451-0141

10. The principle contact for this MOU from the Corps is:

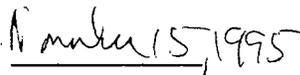
Dave Wahus, Chief
Recreation Programs Section
U.S. Army Corps of Engineers
20 Massachusetts Ave., NW
Washington, D.C. 20314-1000
(202) 761-1790

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

For the American Canoe Association

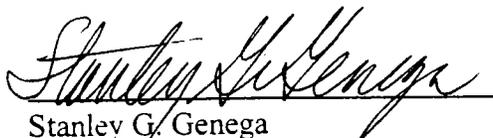


Janet A. Zeller, President
American Canoe Association



Date

For the United States Army Corps of Engineers



Stanley G. Genega
Major General, U.S. Army
Director of Civil Works



Date