

**MEMORANDUM OF UNDERSTANDING**

Among

**THE WALT DISNEY COMPANY**

And The

**AMERICAN RECREATION COALITION**

And The

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**Forest Service**

**Natural Resources Conservation Service**

**UNITED STATES DEPARTMENT OF THE ARMY**

**U.S. Army Corps of Engineers**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

**Bureau of Reclamation**

**National Park Service**

**U.S. Fish and Wildlife Service**

**ENVIRONMENTAL PROTECTION AGENCY**

This Memorandum of Understanding (MOU) is made and entered into among The Walt Disney Company, a Delaware Corporation (hereinafter referred to as "TWDC"); and the American Recreation Coalition, a Washington-based, not-for-profit organization (hereafter referred to as "ARC"); and the United States Department of Agriculture, USDA Forest Service (hereinafter referred to as "FS") and Natural Resources Conservation Service (hereinafter referred to "NRCS"); United States Department of the Army, U.S. Army Corps of Engineers (hereinafter referred to as "COE"); United States Department of the Interior, Bureau of Land Management (hereinafter referred to as "BLM"), Bureau of Reclamation (hereinafter referred to as "BOR"), National Park Service (hereinafter referred to as "NPS"), and U.S. Fish and Wildlife Service (hereinafter referred to as "FWS"); and the Environmental Protection Agency (hereafter referred to as "EPA").

**I. PURPOSE**

The purpose of this MOU is to establish a general framework for coordination and cooperation among the FS, NRCS, COE, BLM, BOR, FWS, NPS, EPA and TWDC and ARC.

This agreement will provide a foundation for the FS, NRCS, COE, BLM, BOR, FWS, NPS, EPA, and TWDC and ARC to work together in partnership on issues of common interest and to jointly plan and implement mutually beneficial programs and activities consistent with each organization's mission and objectives.

## **II. BACKGROUND**

FS is a land and resources management agency of the United States Department of Agriculture. FS is responsible for providing national leadership in forestry stewardship, conservation, research, and recreation.

NRCS is a national resources conservation agency in the United States Department of Agriculture. NRCS is responsible for providing national leadership and technical assistance on non-Federal and private lands in partnership with Conservation Districts and other State and local entities.

COE is an agency of the United States Department of the Army that plans, designs, builds, and operates water resources and other civil works projects in cooperation with other Federal and State agencies and local sponsors. These activities include: flood protection; navigation channel and harbor improvements and maintenance; and as the Nation's largest provider of water recreation, administration of almost 12 million acres of land and water in 43 States. The COE further performs military construction for the Army and Air Force and provides design and construction management support for other defense and Federal agencies. In addition, the COE conducts innovative research and development, furnishes emergency operations support in response to natural disasters, and executes a fast-growing environmental restoration program for the United States Department of Defense and the Environmental Protection Agency.

BLM is a land and resource management agency of the United States Department of the Interior. BLM is the Nation's largest land manager with administrative jurisdiction for over 264 million surface acres, primarily in the Western United States and Alaska, and an additional 570 million subsurface acres of mineral resources. Under its multiple use mandate, BLM manages these public lands and waters for a wide variety of resources and uses, including energy and minerals; timber; forage; wild horse and burro populations; fish and wildlife habitat; wilderness areas; archaeological, paleontological, and historic sites; recreation and visitor services; and other natural heritage values.

BOR is an agency of the United States Department of the Interior. BOR assists in sustaining the U.S. economy; improving the environment; and improving the quality of life in the 17 Western States by providing reliable supplies of water and energy. BOR's infrastructure of dams, hydroelectric power plants, and water conveyance facilities provide flood protection, fish and wildlife habitat, river regulation, water quality protection and improvement, and recreation.

---

FS, NRCS, COE, BLM, BOR, FWS, NPS, EPA and TWDC and ARC agree that it is to their mutual benefit to work cooperatively, whenever possible, on issues of common interest to promote public knowledge, awareness, and commitment to sustaining natural resources.

#### **IV. RESPONSIBILITIES**

FS, NRCS, COE, BLM, BOR, FWS, NPS, EPA and TWDC and ARC agree to collaborate on the following projects to the extent allowed by each agency's statutory authority to:

- Work together to assess, plan, and implement activities that further the purpose of this MOU. Focus areas will include joint environmental education/interpretation efforts with an initial focus on meeting the needs of urban and disadvantaged youth.
- Explore avenues for conducting joint research on issues of common interest which emphasize a collaborative, community-based approach to natural resource management.
- As desirable and appropriate, exchange information and resource expertise on management of outdoor recreation and natural resource management issues.
- Explore avenues to share training opportunities and to cooperate in providing information to the public regarding opportunities for outdoor recreation on public lands and opportunities to assist in managing and protecting those public lands, including through volunteerism.
- As desirable and appropriate, exchange information and expertise on the Americans with Disabilities Act, including issues of universal access.

#### **V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE PARTIES THAT:**

1. All parties will meet periodically to assess, plan, problem solve, and implement strategies to improve the WOW - the Wonderful Outdoor World (WOW) program, and WOW On The Water - and any other programs contemplated by this MOU.
2. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between or among the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Federal financial assistance, procurement, and printing. Such endeavors, if any, 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to TWDC and/or ARC of any contract, grant, or other agreement.

FWS is an agency of the United States Department of the Interior. FWS is the lead Federal agency in the conservation of the Nation's migratory birds, threatened and endangered species, certain mammals, and sport fish. FWS manages over 500 national wildlife refuges, regulates the taking of migratory waterfowl, provides technical assistance to States and foreign governments, and administers fish and wildlife restoration grant programs to States and territorial governments.

NPS is an agency of the United States Department of the Interior. NPS preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of current and future generations. NPS cooperates with partners to extend the benefits of natural and cultural resources conservation and outdoor recreation throughout the United States and the world.

EPA's mission is to protect human health and to safeguard the natural environment – air, water, and land – upon which life depends. For 30 years, EPA has been working for a cleaner, healthier environment for the American people.

TWDC is a diversified, international entertainment company with operations in the following businesses: theme parks and resorts, film entertainment and broadcast media, and consumer products.

ARC is a Washington-based non-profit organization working at all levels to develop public/private partnerships to enhance and protect outdoor recreational opportunities and the resources upon which such experiences are based. ARC conducts research on a regular basis, organizes and conducts national conferences and meetings, and disseminates information through a variety of newsletters, columns, and other media regarding recreational needs and initiatives. ARC also monitors legislative and regulatory proposals that influence recreation and works with Federal agencies and the U.S. Congress to study public policy issues that will shape future recreational opportunities.

### **III. STATEMENT OF MUTUAL BENEFITS**

FS, NRCS, COE, BLM, BOR, FWS, NPS, and EPA are responsible for the management of Federal resources, lands, and waters, and are dedicated to the wise management of the Nation's national and cultural resources. These cooperating agencies are responsible for increasing the public's knowledge, awareness, use, enjoyment, and appreciation of these lands and resources and their management. These cooperating agencies also provide technical assistance to help insure the sustainable development and use of non-Federal lands.

TWDC is dedicated to integrating business needs with environmental values and concerns, and communicating the need to conserve resources to the public.

ARC is dedicated to the protection and enhancement of everyone's right to health and happiness through recreation.

---

3. Nothing in this agreement shall obligate the agencies or the United States to any current or future expenditure of resources in the absence or in advance of the availability of appropriations from Congress. None of the parties to this MOU will submit a claim to any other party for compensations for services rendered for activities undertaken in furtherance of this MOU.
  4. This MOU in no way restricts FS, NRCS, COE, BLM, BOR, FWS, NPS, EPA or TWDC and ARC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
  5. No member of, or Delegate to, Congress shall be admitted to any share of part of this MOU or any benefits that may arise from the execution of this MOU. This provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.
  6. This MOU may be modified or amended only upon written consent of all parties. Any party may, without affecting the rights and obligations of the other parties, except as hereafter provided, withdraw from this MOU upon giving thirty (30) days written notice. If TWDC and/or ARC however, should withdraw, this MOU shall terminate with all parties effective upon TWDC's and/or ARC's termination. Unless otherwise terminated, this MOU will remain in full force and effect until September 30, 2007, at which time it will be subject to renewal or expiration.
  7. It is understood that none of the Federal agencies that are party to this agreement may endorse any product, service, or enterprise of TWDC or ARC. Therefore, TWDC and ARC will not publicize, or otherwise circulate promotional material which states or implies endorsement of a product, service, or position which TWDC and/or ARC represent. No release of information relating to this agreement may state or imply that any Federal agencies approve of TWDC's and/or ARC's work product or considers TWDC's and/or ARC's work products to be superior to other products or services.
  8. FS, NRCS, COE, BLM, BOR, FWS, NPS, or EPA shall acquire no right under this MOU to use, and shall not use, the name TWDC or ARC; the name "Disney" (either alone or in conjunction with or as part of any other word, mark, or name); or any marks, fanciful characters, or designs of TWDC and/or ARC; or any of its other related, affiliated, or subsidiary companies in any of its advertising, publicity, or promotion; nor to express or imply any endorsement of the agencies; nor to use any of said names, characters, or designs in any other manner whatsoever.
-

9. TWDC and ARC shall acquire no right under this MOU to use, and shall not use, any shield, badge, or other symbol of any Federal agency that is a party to this agreement or to the characters of "Smokey Bear," "Woodsy Owl," or "Otto Otter," or the message (either alone or in conjunction with any part of any other word, mark, or name) in any advertising, publicity, or promotion, or in any manner whatsoever, without the proper written approval of any agency.
10. The parties to this agreement shall obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the parties thereto, or the name or title of any employee of the parties in connection with this agreement.

## VI. PRINCIPAL CONTACTS

To provide for consistent and effective communication between the parties to this MOU, each cooperator shall appoint a representative to discuss and consider activities that may be pursued under this MOU. The following persons will be the principal contacts for the purposes of this Agreement at the time of execution.

Kym Murphy  
The Walt Disney Company

Anthony Bobo/Michelle Dawson-Powell  
Bureau of Land Management

Derrick Crandall  
American Recreation Coalition

Bruce Brown/Mollie Buckey  
Bureau of Reclamation

Dave Holland/Jacqueline Leonard  
USDA Forest Service

Debbie McCrensky  
U.S. Fish and Wildlife Service

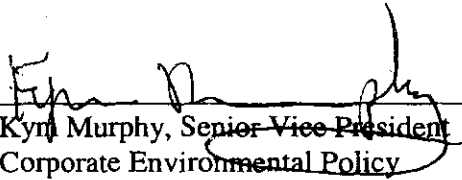
Rosann Durrah  
Natural Resources Conservation Service

Tom Ross/Bill Jones  
National Park Service

George Tabb  
U.S. Army Corps of Engineers

Tom Basile  
Environmental Protection Agency

## VII. SIGNATORIES

  
Kym Murphy, Senior Vice President  
Corporate Environmental Policy  
The Walt Disney Company

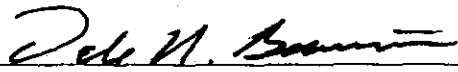
06/10/03  
Date



Derrick Crandall, President  
American Recreation Coalition

APRIL 28, 2003

Date



Dale Bosworth, Chief  
USDA Forest Service

4/30/03

Date



Bruce Knight, Chief  
Natural Resources Conservation Service

6/4/03

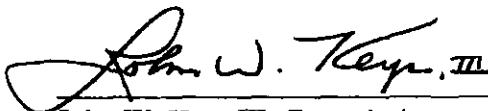
Date



Kathleen Clarke, Director  
Bureau of Land Management

April 9, 2003

Date



John W. Keys III, Commissioner  
Bureau of Reclamation

APRIL 10, 2003

Date

*Fran P. Mainella*

Fran Mainella, Director  
National Park Service

APR 16 2003

Date

*Robert Flowers*

General Flowers  
U.S. Army Corps of Engineers

JUN 2 2003

Date

*Steve Williams*

Steve Williams, Director  
U.S. Fish and Wildlife Service

APR 14 2003

Date

*Christine Whitman*

Christine Todd-Whitman, Administrator  
Environmental Protection Agency

JUNE 12, 2003

Date