

**Memorandum of Understanding
Between**

**The United States Army Corps of Engineers
Portland and Walla Walla Districts
And
United States Coast Guard**

Bureau of Land Management

United States Forest Service

**National Park Service
Nez Perce National Historical Park
And**

Lewis and Clark National Historic Trail

Washington State Parks and Recreation Commission

Oregon Parks and Recreation Department

Idaho Department of Parks and Recreation

Washington Water Trails Association

Columbia Riverkeeper

Lower Columbia River Estuary Partnership

Oregon State Marine Board

I. Introduction

The designation of the Northwest Discovery Water Trail (NDWT) celebrates an age-old waterway of magnificent landscapes, historic use, and unlimited opportunities for self-discovery. The 367-mile river runs from Canoe Camp on the Clearwater River in Idaho, down the Snake and Columbia Rivers to Bonneville Dam.

This Memorandum of Understanding (MOU) is entered between the Portland and Walla Walla Districts of the U.S. Army Corps of Engineers (hereafter the Corps, or included under the term All Parties) and other signatories to this agreement (hereafter the Parties, or included under the term All Parties). The Northwest Discovery Water Trail is a multi-agency and multi-entity collaboration to further water recreation on the Clearwater, Snake, and Columbia Rivers and for purposes of facilitating local interests and objectives within each partner's area of responsibility and interest.

II. Purpose

The purpose of this MOU is to facilitate effective and efficient management of the water trail within the context of the Corps' Civil works mission in the States of Washington, Oregon and Idaho, and to meet the objectives outlined below:

- To create positive, sustained connections and partnerships among people, communities, and organizations along the Clearwater, Columbia and Snake river corridors
- To promote the water trail system as a valuable resource for recreation, water safety, education, and stewardship
- To identify and improve watercraft launch, landing, and camp sites, as well as other facilities for water trail users
- To commemorate water trail heritage by promoting awareness of natural, historic, cultural, and recreational attributes along the three rivers
- To encourage communities, public agencies, businesses, organizations, and individuals to support, promote, and maintain the water trail system and its goals

III. Authority

Portland and Walla Walla Districts of the Corps of Engineers enter into this Memorandum of Understanding pursuant to the general civil works navigation authorities applicable to the Columbia River and tributaries, including but not limited to the Oregon Admission Act of Feb. 14, 1859; Sec. 4 of the Rivers and Harbors Act of 1894, 28 Stat.

362, 33 USC 1; and specific navigation authorizations for various civil works segments of the water trail;

And pursuant to general civil works recreation authorities of the Corps of Engineers, including but not limited to the Flood Control Act of 1944, Sec. 4, 16 USC 460d; the Federal Water Project Recreation Act, Pub. L. 89-72, Sec. 1, July 9, 1965, 79 Stat. 213, 16 USC 460L-12; and the Water Resources and Development Act (WRDA) of 1996. Sec. 208(a), Pub. L. 104-303, Oct. 12, 1996, 110 Stat. 3680, 16 USCA 460d note;

And pursuant to the following special authorizations applicable to the Columbia River within Portland District, the Columbia River Gorge National Scenic Area Act, Pub. L. 99-663, Nov. 17, 1986, 100 Stat. 4274; within these same civil works project waters.

In addition, other federally authorized purposes of the civil works program apply specifically to each of the Corps reservoir areas through which the water trail proceeds.

IV. Benefits

The Corps and Parties agree that the ability to achieve common and related natural resource and recreation goals can be enhanced significantly under the more coordinated approach outlined in this MOU.

- A. The Corps will benefit from an extensive and active network of recreation, water safety, cultural and conservation partnerships, as well as local community expertise in Washington, Oregon, and Idaho using collaborative approaches in resolving recreation and natural resource management issues.
- B. The Parties will benefit from the Corps' large multi-disciplinary staff and extensive technical expertise with water resources development projects and engineering related fields, in addition to regional management of recreation resources along most of the water trail.

V. Responsibilities

In consideration of the foregoing, All Parties agree as follows:

- A. Work together to implement ongoing cooperative projects, such as a long-term Water Trail Management Plan and outreach strategy, in accordance with applicable project authorities.
- B. Cooperate to identify future collaborative projects that would advance the purposes outlined in this MOU. As necessary, All Parties will develop sub-agreements to share/exchange information, technical expertise and resources to carry out such projects when beneficial.

- C. Cooperate to develop and distribute outreach and education tools that promote the water trail.
- D. **Steering Committee.** The Corps and Parties agree to maintain a Steering Committee to provide overall management level guidance and direction to the implementation of the MOU and projects undertaken along the water trail.

The Steering Committee will meet annually at a minimum, or more frequently as needed, to review and approve work plans and programs and establish priorities. All work plans, programs, and other activities approved and carried out under this MOU will be implemented in accordance with applicable laws and regulations, including having all funding documents executed by proper management and Grants Officer officials. (See **Appendix A** for a current list of Northwest Discovery Water Trail Steering Committee Members).

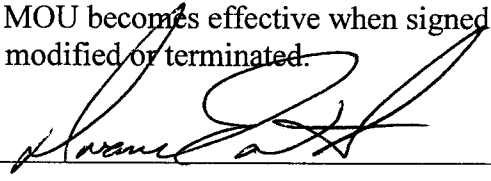
- E. All parties agree to work towards regional cooperation and mutual solutions to water trail management challenges while working within their respective agencies and organizations.
- F. This MOU is neither a fiscal nor funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be made in accordance with applicable laws, regulations and procedures. 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 doesn't establish authority for noncompetitive award of any contract or other agreement.

VI. Modification, Termination and Other Conditions

- A. This MOU may be modified or amended by mutual agreement of parties in writing. This MOU in no way restricts the parties from participating with other public or private agencies, organizations and individuals. Parties recognize the importance of continuing cooperation and participation with other organizations and institutions in programs of mutual interest.
- B. The Corps and Parties intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws, regulations or directives governing the signatories (including, without limitation, the Federal Advisory Committee Act 5 U.S.C. Appendix II) then such laws, regulations or directives shall control. However, the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.
- C. Any party to the agreement may terminate their involvement by written notice to the Corps and Parties. Termination of involvement by any party will not negate the MOU as long as two or more parties choose to remain involved. Requests for changes to the MOU, or termination notifications should be made to: Patti Williams, Chief, Natural Resources Section, U.S. Army Corps of Engineers, P.O. Box 2946, Portland, OR, 97208-2946. ATTN: CENWP-OD-SR. 503-808-4306.
- D. Additional members may be added upon approval by the Steering Committee, without re-signing the MOU.

VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



Thomas E. O'Donovan
Colonel, Corps of Engineers
Portland District Commander

Date 27 Aug 07



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



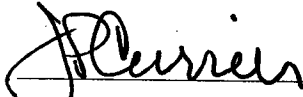
Anthony J. Hofmann
Lieutenant Colonel, Corps of Engineers
Walla Walla District Commander

Date 27 Aug 07



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



J. P. Currier
Rear Admiral, U.S. Coast Guard
Commander, Thirteenth Coast Guard District

Date 5 SEPT 2007

VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.

Stephanie Connolly

Date 10/5/05

Stephanie Connolly
Field Manager
Cottonwood Field Office
Bureau of Land Management

I Concur, Jenife Arnold 10/5/05

VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.

Daniel T. Harkenrider

Date 8/27/07

Daniel T. Harkenrider
Area Manager
United States Forest Service
Columbia River Gorge National Scenic Area



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.

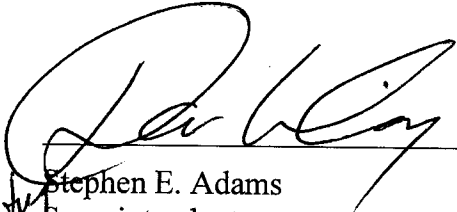


Gary Somers
Superintendent
Nez Perce National Historical Park

Date 9/10/07

VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



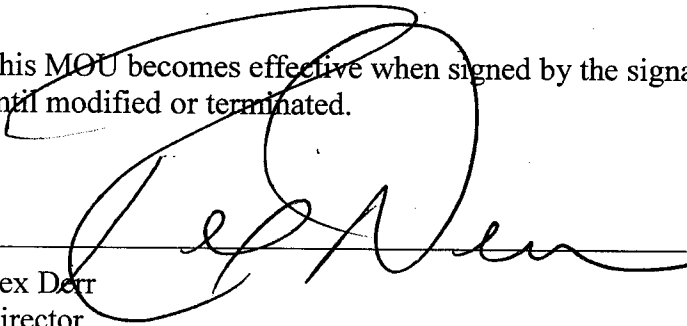
Date 8/21/07

Adams
Stephen E. Adams
Superintendent
Lewis and Clark National Historic Trail



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



Rex Derr
Director
Washington State Parks and Recreation Commission

Date 8/27/07

APPROVED AS TO FORM:

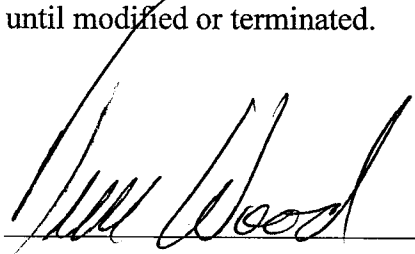
Rob McKenna
Washington State Attorney General

By  _____ Date 9-13-2007
Mike Ferguson
Assistant Attorney General



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



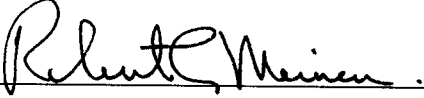
Tim Wood
Director
Oregon Parks and Recreation Department

Date 8/27/08



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



Robert L. Meinen
Director
Idaho Department of Parks and Recreation

Date 11/23/07

VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



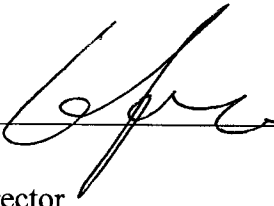
Date 8/27/07

Reed Waite
Executive Director
Washington Water Trails Association



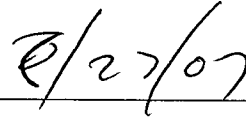
VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



Brent Foster
Executive Director
Columbia Riverkeeper

Date




8/27/07



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



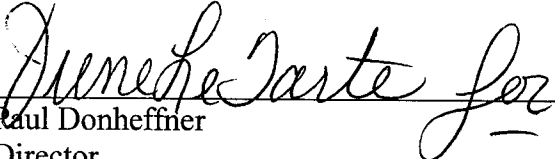
Debrah Marriott
Executive Director
Lower Columbia River Estuary Partnership

Date 8-27-07



VII. Implementation

This MOU becomes effective when signed by the signatory parties and remains in effect until modified or terminated.



Raul Donheffner
Director
Oregon State Marine Board

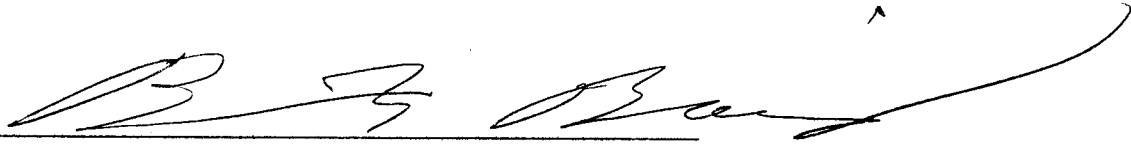
Date 8-27-07



In Witness Whereof,

I, Brian Baird, Congressional Representative from the Third District in the State of Washington, do hereby set my signature to witness the signing of a partnership committed to a unified decision-making approach regarding the management of the Northwest Discovery Water Trail.

My congratulations and best wishes to the participants as they seek to honor the heritage of the Pacific Northwest by offering the opportunity to paddle in the wake of those who went before us.



*Brian Baird
Member of Congress*



Appendix A
Northwest Discovery Water Trail
Steering Committee

Bureau of Land Management

Columbia Riverkeeper

Idaho Department of Parks and Recreation

National Park Service

Oregon Parks and Recreation Department

U.S. Army Corps of Engineers

U.S. Coast Guard

Washington State Parks and Recreation Commission

Washington Water Trails Association