

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POWER SQUADRONS

AND THE

UNITED STATES ARMY CORPS OF ENGINEERS



I. BACKGROUND

This Memorandum of Understanding (MOU) is between the United States Power Squadrans, a non-profit organization and hereinafter referred to as the “USPS”, 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 USPS.

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

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Corps, under the supervision of the Secretary of the Army, is authorized to, among other things, construct, maintain, and operate public navigable waterways at water resource development projects under the control of the Department of the Army. Such navigable waterway projects generally serve commercial and general public traffic alike, and provide opportunity for transport, 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 public interest. The Corps leads the nation as the largest provider of outdoor recreation, with water-based recreational activities accounting for the largest portion of its visitation.

USPS was organized in 1914 and is a non-profit, educational organization dedicated to making boating safer and more enjoyable by teaching classes in seamanship, navigation and related subjects. Its members are boating families who contribute to their communities by promoting safe boating through education. USPS has some 50,000 members organized into 450 squadrons across the country and in some US territories. USPS is America's largest non-profit boating organization and has been honored by three

US presidents for its civic contributions. Each squadron's activities involve the three primary objectives of USPS: community service, continuing education, and enjoying the friendship and camaraderie of members.

Many of the river and lake systems directly managed by the Corps are popular waterways traveled by USPS members.

The participating parties to this MOU have responsibilities and interests in the promotion of safety awareness regarding activities on public navigable waterways through educational outreach and materials publications.

The participating parties have an interest in maintaining accurate short-range aids to navigation data for chart publications related to waters managed by the Corps, thus promoting the public safety.

The participating parties have an interest in establishing and maintaining homeland security on water resource development projects under the control of the Department of the Army.

The participating parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with agency public safety objectives and plans.

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

IV. U.S. POWER SQUADRONS WILL MAKE ITS BEST EFFORT TO:

- a. Inform the Corps of the concerns and needs of the boating public as they relate to the management of Corps administered lands and waterways.
- b. Consider entering into "Challenge Partnership Agreements" with the Corps as may be appropriate and necessary to further the purposes of this MOU.
- c. Work cooperatively with the Corps in efforts to convey information to the public regarding the safe and responsible methods of boating.
- d. Inform the Corps on matters concerning the use of vessels, including safety, water quality, and environmental impacts, and in stream flow requirements related to boating.
- e. Convey the Corps concerns to the boating public and encourage the environmentally responsible use and operation of watercraft on or near Corps administered lands or related waters.

V. THE CORPS OF ENGINEERS WILL, in accordance with Federal laws, regulations, and policy and subject to the availability of funds,:

- a. Provide publicly available information to the USPS on conservation and management issues pertaining to Corps administered waterways related to recreational boating.
- b. Advise the USPS of opportunities to participate in the public involvement processes and events that relate or impact boating.
- c. Consider entering into “Challenge Partnership Agreements” with the USPS as may be appropriate and necessary to further the purposes of this MOU.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

- a. 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, the MOU does not establish authority for noncompetitive award to the USPS of any contract or other agreement.
- b. Nothing in this MOU shall obligate the USPS to expend funds or enter into any contract or other obligations with the Corps.
- c. Nothing in this MOU shall obligate the Corps to expend appropriations or to enter into any contract or other obligations with the USPS.
- d. Any activities undertaken by either party pursuant to this MOU shall be in accordance with Federal law, regulations, and policy.
- e. No member of, or delegate to Congress shall be admitted to any share or part of this MOU, or any benefits that may arise there from.
- f. The USPS 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 USPS or its position without prior written approval of the Corps. The USPS will not use the Corps’ trademarks without the written permission of USACE being obtained in advanced.

- g. The Corps 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 USPS endorses the Corps or its position without prior written approval of the USPS. The Corps will not use USPS' trademarks without the written permission of USPS being obtained in advanced.
- h. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individual. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.
- i. This MOU may be modified or amended at any time by mutual agreement of both parties in writing and may be terminated by either party upon sixty (60) days prior written notice.

VII. EFFECTIVE DATE

This MOU shall become effective upon the date of its execution by both parties and shall remain in effect until terminated by either party 60 days after receipt of written notification.

For the United States Power Squadrons

For the U.S. Army Corps of Engineers

-S-
Theodore Smith
Chief Commander
U.S. Power Squadrons

-S-
Colonel Peter J. Rowan
District Engineer
US Army Engineer District,
New Orleans

DATE: 10 May 2003

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