

Memorandum of Understanding  
Between the  
Department of the Interior  
Bureau of Indian Affairs  
Bureau of Land Management  
Fish and Wildlife Service  
National Park Service  
Department of Agriculture  
USDA Forest Service  
Natural Resource Conservation Service  
Department of Commerce  
Office of Travel and Tourism Industries  
Department of the Army  
U.S. Army Corps of Engineers  
Department of Transportation  
Federal Highway Administration  
Environmental Protection Agency  
Advisory Council on Historic Preservation  
and the  
Southeast Tourism Policy Council

This Memorandum of Understanding (MOU) is made and entered into by and among the Department of Agriculture: USDA Forest Service (FS), Natural Resource Conservation Service (NRCS); Department of Commerce: Office of Travel and Tourism Industries (OTTI); Department of the Army: Corps of Engineers (COE); Department of the Interior: Bureau of Indian Affairs (BIA), Bureau of Land Management (BLM), Bureau of Reclamation (BOR), Fish and Wildlife Service (FWS), National Park Service (NPS); Department of Transportation: Federal Highway Administration (FHWA); the Environmental Protection Agency (EPA); and the Advisory Council on Historic Preservation (ACHP) (hereinafter referred to by their initials or collectively as the agencies) as well as the Southeast Tourism Policy Council (STPC), an organization of the Southeast Tourism Society.

#### I. Purpose

The purpose of this MOU is to establish a general framework of organization for cooperation between private sector tourism interests and multiple Federal and State agencies in the southeastern United States. The parties defined herein propose to work together in support of the resolution passed by the Southeast Tourism Society at the September 6, 2002, Federal-State Tourism Summit in Louisville, Kentucky, to establish the STPC. It is further understood that the agencies' cooperation with the STPC is for purposes of:

- creating opportunities for continuing dialogue between public and private tourism to sustain mutual understanding of their respective roles and responsibilities;

- facilitating cooperative projects to improve recreation and tourism within the eleven states encompassed by the Southeast Tourism Society;
- endorsing cooperation and coordination among and between Federal agencies to improve management and promotion of recreation and tourism opportunities in the southeast states;
- promoting the exchange of information, and coordinating the planning and development of recreation facilities and service offerings in the southeast states.

## II. Applicable Laws

The Department of the Interior has authority to enter into this agreement pursuant to 16 U.S.C. 460l, 464, 661; and 43 U.S.C. 1737(a).

The Department of Agriculture has authority to enter into this agreement pursuant to the National Forest Management Act of 1976, 16 U.S.C. 1600.

The Department of Transportation has authority to enter into this agreement pursuant to 49 U.S.C. 101 and 301.

The Department of Commerce has authority to enter into this agreement pursuant to 15 U.S.C. 1512 and 22 U.S.C. 2122.

The Environmental Protection Agency has authority to enter into this Memorandum of Understanding under 33 USC 1254, 42 USC 7403, 42 USC 6981, and 42 USC 4332(2)(G).

The Advisory Council on Historic Preservation has authority to enter into this agreement pursuant to 16 U.S.C. 470 et seq.

## III. Statement of Mutual Interest and Mutual Benefits

Signatories to this MOU consider federal recreation and heritage resources valuable assets that require thoughtful conservation, protection, management, and promotion. They will pursue coordinated interagency management and promotion of partnerships with State agencies and the private sector in an effort to develop a conservation ethic among publics and consumers, and promote the efficient and sustainable utilization of natural, cultural, and historic resources. They will strive to manage, protect, interpret, research, and promote all aspects of recreation resources for the benefit of the American people and the citizens of the southeast states.

IV. Subject to the availability of appropriated funds and each Agency's budget priorities, the Agencies agree to do the following:

- work to develop and distribute information about travel and tourism opportunities in

southeast states, especially on federally managed lands;

- provide assistance to travel and tourism organizations for use in planning, development, marketing, and management of travel and tourism;
- organize, encourage, and participate in community activities that enhance understanding about the use of travel and tourism to diversify the economic base of communities;
- organize and conduct research, assessments, and educational programs that enhance the ability of agencies to manage travel and tourism activities in balance with stewardship responsibilities;
- work together with federal, tribal, state, local, and regional organizations, public and private, to provide tourism opportunities in a coordinated manner; and
- promote sustainable management practices that promote tourism by protecting natural, environmental, historic and cultural resources.

V. It is, therefore, mutually agreed, the STPC will strive to do the following:

- enrich the visitor experience by providing opportunities to appreciate and enjoy the rich heritage of the southeast;
- optimize understanding of the contributions of tourism to the quality of life and intercultural appreciation of the southeast's natural and human resources, history, and ethnicity;
- support the economic viability of tourism interests and communities;
- protect the natural, cultural, and historic resources that are the cornerstone for travel and tourism;
- promote the integrity and authenticity of tourism related sites and activities, and show respect for the values of the peoples of the southeast
- provide assistance to the agencies and to gateway communities involved in travel and tourism projects;
- assist in the development and presentation of educational materials and resources assessments related to travel and tourism and their use in rural development;
- help the agencies define what information is needed by the travel and tourism industry and how best to deliver the information; and
- assist the cooperating agencies in their efforts to plan, develop, market, and manage

travel and tourism.

VI. It is mutually agreed and understood by and among the Agencies that:

- The agencies will cooperate in carrying out activities to facilitate the development of sustainable projects and policies such as those recommended at the Federal-State Tourism Summit. The agencies and the STPC will meet quarterly, one meeting being held in conjunction with the annual STS Congressional Summit in Washington, D.C. Other meetings of the STPC officers may be held at other times and locations as dictated by issues of mutual importance.
- Nothing in this agreement shall obligate the agencies of the United States to expend funds or enter into any contract, financial assistance agreement, or other obligations. Nor does this MOU obligate the agencies of the United States, to spend funds on any particular project or purpose even if funds are available.
- Work projects or activities involving the transfer of funds, services, or property among the parties to this agreement will require execution of separate financial assistance agreements or contracts contingent on the availability of appropriated funds.  
Subsequent agreements or contracts involving the transfer of funds, services, or property between parties to this agreement must comply with all applicable statutes and regulations, including federal procurement and claims policies and procedures, financial assistance regulations, and must be independently authorized by statutory authority. Nothing in this agreement shall obligate the cooperating agencies to provide joint funding for this effort. The STPC will not submit a claim for compensation for services rendered to any of the cooperating agencies for activities it undertakes in furtherance of this MOU. This MOU does not create any right or benefit, substantive or procedural, enforceable law or equity against the parties to the MOU, or their officers or employees, for any other person. This MOU does not direct or apply to any person outside the parties to the MOU.
- This agreement in no way restricts the agencies from participating in similar activities, arrangements or agreements with other public or private agencies.
- Nothing in this agreement may be interpreted to imply that the agencies endorse any product of the STPC or its private sector members or consider any STPC product to be superior to other products or services. The STPC will not take any action or make any statement that suggests or implies such endorsements
- Additional agencies may be added to this MOU with the concurrence of existing cooperators.

VII. Public Information Release

The STPC must obtain prior approval from the agencies of all press releases, advertisements, web sites, or other materials intended for the public that refer to this agreement or to the

agencies. Further, the STPC must obtain prior approval to use the name or title of any federal employee in connection with this agreement.

#### VIII. Non-Discrimination

All participants in this agreement agree to abide by all applicable civil rights laws, regulations, and certifications. Participants will not discriminate against any person because of race, color, religion, sex, or national origin, and will take affirmative action to ensure that applicants for any positions related to the STPC are employed without regard to their race, color, religion, sex, or national origin.

#### IX. Term, Modification and Termination

This MOU will become effective on February 24, 2004.

Unless terminated under the terms of this section, this MOU will remain in full force and effect for five years from the date of execution.

Four months prior to the expiration of this agreement, the STPC shall make a determination whether to extend it or allow it to expire.

Reviews, renegotiations, and modifications of and to this agreement may be made by agreement of all parties.

Participation with the STPC may be terminated by any agency by giving written notice thereof.

#### X. Federal Advisory Committee Act

All participants in this agreement will comply with the Federal Advisory Committee Act to the extent it applies.

## XI. Principal Contacts

To provide consistent and effective communication among the cooperators, each cooperator shall appoint a representative to discuss and consider governance and activities that may be pursued under this MOU. The following persons will be the principal contacts for their respective agencies for purposes of this agreement at the time of execution:

### Federal Interagency Team on Federal Lands Tourism

Kit Kimball  
Department of the Interior

Angela West/Ashley Goldhor-Wilcock  
Bureau of Land Management

Ed Hall  
Bureau of Indian Affairs

Christopher Jarvi  
National Park Service

Anita Noguera/Kevin Kilcullen  
Fish and Wildlife Service

Jim Maetzold  
Natural Resources Conservation Service

Floyd Thompson  
USDA Forest Service

Helen Marano/Linda Harbaugh  
Office of Travel and Tourism Industries

Debra Stokes  
U.S. Army Corps of Engineers

Bob Sachs  
Environmental Protection Agency

Rob Draper  
Federal Highway Administration

Ron Anazlone  
Advisory Council on Historic Preservation

## XII. Signatories

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Gale A. Norton, Secretary of the Interior

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Donald A. Evans, Secretary of Commerce

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Norman Y. Mineta, Secretary of Transportation

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Ann M. Veneman, Secretary of Agriculture

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Michael O. Leavitt, Administrator, Environmental Protection Agency

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LTG Robert B. Flowers, Commander, U.S. Army Corps of Engineers

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John Nau, Chairman, Advisory Council on Historic Preservation

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David Anderson, Assistant Secretary, Indian Affairs

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Kathleen Clarke, Director Bureau of Land Management

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Fran Mainella, Director, National Park Service

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Steve Williams, Director, Fish and Wildlife Service

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Dale Bosworth, Chief, USDA Forest Service

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Bruce Knight, Chief, Natural Resources Conservation Service

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Bill Hardman, President & CEO, Southeast Tourism Society

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Darienne Wilson, Board Chairman, Travel South USA

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Mitch Bowman, Chairman of the Board, Southeast Tourism Society