

MEMORANDUM OF AGREEMENT

It is hereby stipulated to and agreed by and between the Grand Canyon River Outfitters Association, the Grand Canyon Private Boaters Association, American Whitewater and the Grand Canyon River Runners Association (collectively, "the Parties") that:

WHEREAS, the Parties agree that they desire to amicably resolve all major disagreements among and between themselves regarding the National Park Service's ("NPS") management of the Colorado River within Grand Canyon National Park ("GRCA" or "the Park"), in particular with respect to the apportionment of recreational river use between the professionally-outfitted (i.e., "commercial") and self-outfitted (i.e., "non-commercial") user sectors and the question of motorized recreational use;

WHEREAS, the Parties agree that interest in or demand for both commercial and non-commercial Grand Canyon river trips exceeds the resource's carrying capacity, and that, as a result, it is necessary and appropriate for the NPS to continue to limit and apportion the resulting scarce recreational river use among the Park's commercial and non-commercial user sectors;

WHEREAS, the Parties agree that the NPS preferred alternative in its Draft Environmental Impact Statement for the Colorado River Management Plan ("CRMP"), issued October 1, 2004 for public review and comment, contains both meritorious and problematic proposals, and that in particular, the "all-user registration/adjustable split allocation" element would needlessly exacerbate and prolong conflict between the Park's commercial and non-commercial river user groups, and should not, therefore, be incorporated into the final management plan; and

WHEREAS, the Parties agree to support the NPS proposal to increase recreational use of the Colorado River corridor in a manner consistent with resource protection and visitor experience quality, while recognizing that the continuation of both motorized and non-motorized trips are essential components of such a use increase, for the purpose of expanding non-commercial use to an annual user-day level equal to, but not at the expense of, the existing commercial user-day allocation

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Parties will jointly advocate to the NPS, to all GRCA river users, and to the general public at large, in support of the Parties' joint recommendations (hereinafter, "Joint Recommendations") to be filed with the NPS by the public comment deadline of February 1, 2005 concerning the revision and updating of the Colorado River Management Plan, which shall also be appended to and made part of this Agreement as Appendix A.
2. The Parties will undertake and use their best efforts to publicly advocate for and promote the policy positions taken in the Parties' Joint Recommendations, for example, through their respective websites, organizational publications and mailings, and other appropriate publicity or media efforts. The Parties shall provide copies of any and all such advocacy materials to each other as they are produced and distributed. The Parties will not advocate or promote any positions or legislative actions regarding GRCA river management that are inconsistent with the Joint Recommendations.

3. The Parties will make a joint public announcement on January 25, 2005 of their cooperative efforts with respect to the CRMP, as reflected in this Agreement and the Joint Recommendations.

4. The Parties will not oppose or otherwise interfere with the continued authorization by the NPS of motorized watercraft to provide recreational river trips in GRCA, and will not seek to reduce the level of such use; provided, however, that nothing in this provision shall prevent any Party from advocating in favor of a non-motorized use season of timing and duration in accordance with the Joint Recommendations. The Parties will not advocate for inclusion of the Colorado River corridor within GRCA into the National Wilderness Preservation System, but will continue to support designation of the backcountry areas of the Park as wilderness.

5. The Parties will not challenge, obstruct, delay, or otherwise interfere with NPS efforts to renew the current set of Grand Canyon river running concession contracts, due to expire on December 31, 2005. This Agreement is predicated upon an understanding by the Parties that new ten year concession contracts are to be issued by the NPS with an effective date of January 1, 2007.

6. The Parties will use their best efforts to discourage their respective members from engaging in any activities that would, if undertaken by the Parties, be inconsistent with the Joint Recommendations and the terms of this Agreement. The Parties will not support any efforts by their respective members to engage in any activities that would, if undertaken by the Parties, be inconsistent with the Joint Recommendations or the terms of this Agreement.

7. Should the NPS not adopt the Joint Recommendations in meaningful part, this Agreement shall be null and void; provided, however, the Parties shall attempt to craft a joint response and a new collaborative approach that will address the issues and purposes expressed in this Agreement and in the Joint Recommendations.

8. This Agreement shall become effective upon its execution by the Parties hereto, and shall remain in full force and effect for a period of ten (10) years. Throughout the term of this Agreement, the Parties shall attempt to resolve in good faith any matters of contention that may arise with the goal of maintaining their collaboration. After January 1, 2013, the Parties may jointly or separately and independently advocate for the amendment, revision, or updating of the CRMP.

IN WITNESS WHEREOF, and after due and careful consideration of its contents, the Parties hereto approve and accept this Memorandum of Agreement this 25th day of January, 2005.

Grand Canyon River Outfitters Association

Grand Canyon Private Boaters Association

American Whitewater

Grand Canyon River Runners Association