

**MEMORANDUM OF UNDERSTANDING**  
**between the**

**United States Army Corps of Engineers**  
**and the**

**FLW Foundation**  
**and**

**FLW**

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by and between the United States Army Corps of Engineers (hereinafter referred to as the “Corps”), the FLW Foundation (hereinafter referred to as the “Foundation”) and FLW.

**I. PURPOSE.**

The purpose of this MOU is to develop and expand a general framework of cooperation between the U.S. Army Corps of Engineers, the FLW Foundation and FLW at the national, regional, and local levels for planning and implementing mutually beneficial programs, projects, education, training, and other events or activities for the purposes of:

- A. Maintaining and enhancing environmental and natural resource stewardship.
- B. Promoting conservation and appreciation for the outdoors, along with public safety awareness and boating education to the public, with particular focus on America’s youth.
- C. Connecting the American public with nature, parks, and outdoor activities, with particular focus on activities related to fishing.

The geographic scope of this agreement includes Corps projects nationwide.

**II. BACKGROUND.**

Established in 2010, the FLW Foundation connects America’s youth to their natural resources and promotes education, conservation and an active lifestyle through diverse public and private partnerships that:

- Teach science, technology, engineering and math (STEM) as they relate to outdoor activities
- Encourage time outside enjoying our nation’s rich natural resources
- Promote and provide funding and support for high school and college initiatives relevant to conservation, fishing and outdoor activities
- Advance sound conservation practices, environmental stewardship and boating safety

The FLW Foundation functions nationwide as the 501 (c) (3) nonprofit arm of FLW, the world’s largest tournament-fishing organization. With volunteers at hundreds of FLW fishing tournaments and outdoor expos from coast to coast, the Foundation achieves measureable on-the-ground success in youth angler recruitment and retention. The Foundation maximizes the impact of existing FLW partnerships and expertise through experiential learning opportunities that meet the shared goals of partner schools, natural resource agencies and corporations.

The Corps manages 422 lakes and rivers nationwide with missions including public recreation, environmental stewardship, hydropower, navigation, flood risk management and water supply, achieving

the Corps operational goals through a wide range of partnerships, collaboration, activities, programs and events. Its natural resources management mission is to manage and conserve those natural resources, consistent with the ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations. The Corps is the number one provider of federal recreation with 370 million annual visits on approximately 12 million acres of land and water collectively. More than 33 percent of freshwater fishing takes place on a Corps lake or river project, with 20,000 fishing tournaments held annually.

The Foundation and FLW wish to establish a national partnership with the Corps through the creation of this MOU.

### **III. AUTHORITY.**

Section 4 of the Flood Control Act of 1944, as amended, 16 U.S.C. 460d  
Federal Water Project Recreation Act of 1965, 16 U.S.C. 4601  
Section 225 of the Water Resources Development Act of 1992, 33 U.S.C. 2328

### **IV. RESPONSIBILITIES.**

#### **A. THE CORPS WILL:**

1. Work collaboratively with the Foundation and FLW in developing, planning, organizing, implementing, monitoring, and evaluating programs, projects, and activities.
2. Work cooperatively with the Foundation and FLW to convey information to the public regarding the environmentally responsible and safe use of federal lands and waters.
3. As appropriate, enter into local agreements with the Foundation and FLW to further the purposes of this MOU. Provide guidance for the planning, implementation and monitoring of projects undertaken pursuant to supplements to this agreement.
4. In furtherance of specific projects agreed upon in supplements to this agreement, foster communications and understanding between the Corps and the Foundation/FLW to make appropriate lands and waters under Corps jurisdiction available for the furtherance of this agreement, subject to applicable state and federal laws, regulations, policies, licenses, and contractual agreements, and subject to approval by appropriate authorized Corps officials.

#### **B. THE FOUNDATION AND FLW WILL:**

1. Work collaboratively with the Corps in developing, planning, organizing, implementing, monitoring and evaluating programs, projects and activities.
2. Work cooperatively with the Corps to convey information to the public regarding the environmentally responsible and safe use of federal lands and waters.
3. Meet with representatives of the Corps when appropriate to discuss and agree on specific guidelines for project proposals. Provide assistance and/or public support for the implementation of agreed upon projects or research efforts. When desirable, enter into local agreements with the Corps to accomplish specific projects reflected in written supplements to this agreement and executed by both parties.

4. Obtain prior approval of all press releases, published advertisements or other statements intended for the public that refer to this MOU, the Corps, or the name or title of any employee of the agency in connection with this MOU. No press release, published advertisement or other statement intended for the public or any other action by the Foundation or FLW may infer that the United States or the agencies endorse any FLW products, services or policies, nor may any such public communication or action imply that any preferential treatment, exclusive rights or privileges are afforded to FLW or the Foundation.

## **V. EXAMPLES OF POTENTIAL OPPORTUNITIES.**

The following are examples only and should not be considered an all-inclusive or required list of activities.

- A. Corps may participate in local FLW and Foundation-facilitated events and promotions related to public safety, life jacket use and conscientious resource use. This may include banners, videos, games, billboards, manned and stand-alone displays, etc.
- B. Corps and the Foundation/FLW may partner to complete various fish and wildlife habitat or natural resource management enhancement projects on Corps lands. This may include handicap accessible fishing piers, development of fish habitat installation boats/barges, the development of fishery nurture ponds and stocking programs, etc.
- C. The Corps and the Foundation/FLW may work together to create and use various media outlets including, internet, social, newspaper, catalog, radio, TV, etc., to encourage outdoor recreation and natural resource related programs and activities targeting the American public and youth.
- D. The Corps and the Foundation/FLW may partner with local schools in support of the America's Great Outdoors Initiative in promoting healthy, active lifestyles through events such as fishing tournaments and other outdoor activities.
- E. The Corps and the Foundation/FLW may organize and conduct outdoor skills classes that enable youth to learn various outdoor skills through clinics on map reading, utilizing GPS devices, fishing, etc.
- F. The Foundation/FLW and the Corps may partner to develop a curriculum that meets state and national educational standards and teaches science, technology, engineering and math as they relate to outdoor activities like fishing.
- G. The Foundation/FLW and the Corps may work together to develop organized fishing tournaments, including events for people with disabilities.
- H. The Corps and the Foundation/FLW may partner together to encourage environmental stewardship through lake shore cleanups and other similar activities.

## **VI. MODIFICATION, TERMINATION, AND OTHER CONDITIONS.**

- A. This MOU defines the general terms upon which the Corps, the Foundation and FLW will cooperate. Performance by any Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between Parties to this MOU will be handled in accordance with applicable laws, regulations, and

procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which 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, the MOU does not establish authority for the noncompetitive award to FLW or the Foundation of any contract or other agreement.

- B. Nothing in this agreement may be construed to obligate the agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the agencies or the United States to spend funds on any particular project or purpose, even if funds are available.
- C. The Corps, FLW and the Foundation 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 or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.
- D. This MOU in no way restricts the parties from participating with other public or private agencies, organizations and individuals. All parties recognize the importance of continuing cooperation and participation with nongovernmental organizations and institutions in programs of mutual interest.
- E. This MOU may be modified or amended by mutual agreement of both parties in writing.
- F. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 60 days written notice to the other Party.
- G. This MOU will remain in effect indefinitely from the date of its execution.
- H. This agreement in no way constitutes an endorsement by the Corps of any FLW or Foundation product, service or enterprise.
- I. This agreement in no way is intended to provide FLW or the Foundation with preferential treatment.
- J. In implementing this MOU, there shall be no discrimination against any person because of age, race, creed, color, ability, national origin or sexual orientation.

## **VII. POINTS OF CONTACT.**

To provide consistent communication, the following individuals will be the points of contact for all actions related to this MOU:

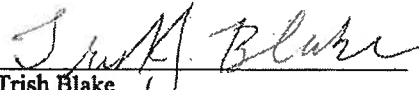
**FLW FOUNDATION/FLW**  
Dave Washburn  
Vice President of Operations, FLW  
Telephone: 270-252-1607  
Facsimile: 270-252-1001  
Email: DWashburn@flwoutdoors.com

**U.S. ARMY CORPS OF ENGINEERS**  
Heather Burke  
National Partnership Program Manager  
Telephone: 503-808-4313  
Facsimile: 503-808-4329  
Email: Heather.D.Burke@usace.army.mil

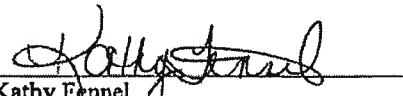
**VIII. EFFECTIVE DATE.**

IN WITNESS WHEREOF, the parties have executed this agreement as of the last written date below:

FLW AND THE FLW FOUNDATION

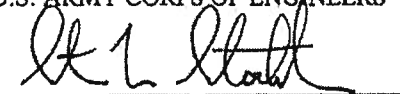
  
\_\_\_\_\_  
Trish Blake  
President, Marketing Division  
FLW

Date: 1.7.13

  
\_\_\_\_\_  
Kathy Fennel  
President, Operating Division  
FLW

Date: 11/4/13

U.S. ARMY CORPS OF ENGINEERS

  
\_\_\_\_\_  
Steven L. Stockton  
Director of Civil Works  
U.S. Army Corps of Engineers

Date: 13 DEC 12