

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
FRIENDS OF THE WILD WHOOPERS**

ARTICLE I - PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the Friends of Wild Whoopers (FOTWW), collectively "the Parties," in jointly supporting the creative and sustainable solutions to water resources challenges, and actively pursuing the protection, restoration, and enhancement of whooping crane habitat, and the myriad species which rely on the habitat as well as habitat adjacent to facilities or lands under the control of the USACE or its Defense Department clients consistent with the USACE Civil Works, Regulatory, and Real Estate missions.

ARTICLE II - BACKGROUND

USACE provides national leadership in the development, management, conservation and restoration of the nation's water resources and provides real estate services for the agencies of the U.S. Department of Defense. The FOTWW is a charitable, 501(c)(3) non-profit organization established to preserve and protect the Aransas/Wood Buffalo population of wild whooping cranes, an Endangered Species Act listed endangered species. FOTWW assists federal agencies in undertaking and conducting such activities as will further the conservation and management of fish, wildlife, plants, and other natural resources. The FOTWW has an extensive and active network of conservation partnerships; a proven ability to invest and leverage federal and non-federal funds; and a unique position as a facilitator with other Federal agencies, as well as a variety of local, state, and non-governmental organizations. Both USACE and the FOTWW have worked successfully together on projects of significant mutual interest and value to the nation and want to continue this national partnership. In accordance with applicable laws, regulations, and Army policies, this MOU establishes a framework for continuing this partnership based on the following:

(1) Shared commitments to the management of water resources consistent with the need for sustainable land use, development, and conservation;

(2) Shared commitments to the value of working in partnerships, both public and private, and engaging communities and diverse stakeholders by identifying, understanding, and implementing projects to improve whooping crane habitat at USACE projects;

(3) Shared desire to exchange and disseminate conservation and environmental information related to whooping crane habitat including stop over, roosting, and wintering habitat.

ARTICLE III – AUTHORITY

USACE and the FOTWW 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.

ARTICLE IV – UNDERSTANDING OF THE PARTIES

(1) The USACE and the FOTWW desire to conserve freshwater, estuarine and coastal water resources, and natural communities inhabited by whooping cranes and other associated native wildlife.

(2) The USACE and the FOTWW desire to promote innovative thinking about conservation needs of whooping cranes to maintain healthy water resources and associated natural communities.

(3) The USACE and the FOTWW desire to encourage water management approaches that benefit natural communities of plants and animals without impact to project purposes.

(4) The USACE and the FOTWW desire to support the development of appropriate partnerships with Federal, state, local and tribal agencies as well as non-governmental organizations that are necessary to meet the challenges of protecting and enhancing habitat for whooping cranes and other fish and wildlife species.

(5) Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and FOTWW policies; the USACE and the FOTWW desire to conduct habitat assessments, develop recommendations, and conduct demonstration projects to improve whooping crane stopover habitat, roosting habitat, and wintering habitat.

(6) The USACE will benefit from the FOTWW's extensive knowledge and expertise in evaluation and monitoring capabilities, and from FOTWW's unique position as a facilitator with other Federal agencies, and a variety of local, state, and non-governmental organizations, to explore innovative conservation approaches and joint ventures.

(7) The FOTWW will benefit from the USACE's nationwide presence and expertise in water resource management; its support to the civilian and military missions of the Defense Department on United States soil; and its leadership in water resource restoration.

ARTICLE V - RESPONSIBILITIES

Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and The FOTWW policies:

(1) USACE will notify its Division and District offices, laboratories and commissions of the establishment of this MOU.

(2) FOTWW will notify its other partners of the establishment of this MOU.

(3) The USACE and the FOTWW will cooperate in identifying opportunities to promote the conservation and/or restoration of whooping crane stopover habitat, water resources and natural ecosystems both on a project-specific level and on a national level along the migration corridor of the whooping cranes, consistent with the USACE mission and authorities to protect water resources. These opportunities may include identifying possible stopover habitat, surveying during the migration season for the presence of whooping cranes, developing whooping crane stopover habitat and other efforts to assist the USACE in executing its responsibilities under its authorities.

ARTICLE VI – PERSONNEL

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

ARTICLE VII – GENERAL PROVISIONS

(1) Funding: This MOU is neither a fiscal nor funds obligation document. The MOU does not commit or authorize the expenditure of any funds. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled 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.

(2) Cooperation: This MOU is intended only to improve cooperation between USACE and the FOTWW, and is not intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies, its officers, or any person.

(3) Endorsement: Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of the FOTWW's products, services or policies.

(4) Exclusivity: This MOU in no way restricts USACE or FOTWW from participating in similar activities or arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording the either organization any preferential treatment, exclusive rights or privileges.

(5) Trademarks and Promotion: USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. The FOTWW will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the agencies, or the name or title of any employee of the agencies in connections with this agreement.

(6) Modification of MOU: This MOU may only be modified by the written mutual agreement of the Parties, duly signed by their authorized representatives. This MOU will

be reviewed annually or on around the anniversary of its effective date for progress in planning, implementing and evaluating the success of projects undertaken as a result of this MOU.

(7) Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

(8) Termination: This MOU may be terminated at will by either Party at any time upon providing sixty (60) days advance notice in writing.

(9) Transferability: This MOU is not transferable except with the written mutual consent of the Parties.

(10) Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

(11) Severability: Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

(12) Effective Date: This MOU takes effect beginning on the day after the last Party signs.

(13) Expiration Date: This MOU expires on 30 August 2023.


ARTICLE VIII – POINTS OF CONTACT

The Point of Contact for USACE in regards to this MOU is Mr. Jeremy Crossland, Program Manager for Land Use. Mr. Crossland may be contacted directly at 202-761-4259, or Jeremy.M.Crossland@usace.army.mil

The Point of Contact for FOTWW in regards to this MOU is Mr. Chester McConnell, President of FOTWW. Mr. McConnell may be contacted directly at 251-626-7804, or wmicmc@bellsouth.net

APPROVED:

For the U.S. ARMY CORPS OF ENGINEERS


James C. Dalton, P.E.
Director of Civil Works

Date: 28 Mar 2018

For the FRIENDS OF THE
WILD WHOOPERS


Chester McConnell
President

Date: 14 April 2018