

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS  
AND  
THE GREAT OUTDOORS FUND**

**ARTICLE I - PURPOSE**

This Memorandum of Understanding ("MOU") is entered into by and between the U.S. Army Corps of Engineers (USACE) and The Great Outdoors Fund (TGOF), collectively "the Parties," to establish a framework of cooperation among the parties for planning and implementing mutually beneficial programs, projects, education, and other activities to inspire people of all ages, abilities and socio-economic backgrounds to get back to nature and give back to nature by supporting sustainable outdoor recreation and conservation through voluntary funding and volunteerism. This cooperation serves the mutual interests of the parties and the public.

**ARTICLE II - BACKGROUND**

USACE provides national leadership in the development, management, conservation and restoration of the nation's water resources. USACE is one of the nation's leading federal providers of outdoor recreation and is the steward of 12 million acres of land and water resources, receiving approximately 260 million visits annually. Its natural resource management mission is to manage and conserve those natural resources, consistent with ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations.

Established in 2017, The Great Outdoors Fund is a charitable, 501(c)(3) non-profit organization dedicated to improving recreation infrastructure and access to the outdoors for the benefit and enjoyment of people of all ages, abilities and socio-economic backgrounds. TGOF is positioned to help any public agency in America responsible for managing outdoor recreation by contributing, when otherwise authorized by law, private sector resources to public agencies to balance sustainable outdoor recreation with natural resource conservation.

The parties have common interests including increasing sustainable recreational access to federal lands and waters, updating existing infrastructure, reducing backlog maintenance, developing new recreation infrastructure, and promoting responsible outdoor recreational use of federal lands and waters. The parties understand the federal lands and waters are a significant recreation destination for millions of Americans.

**ARTICLE III - AUTHORITY**

The Parties shall only conduct 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 TGOF desire to sustain and enhance outdoor recreation opportunities on USACE managed water resource projects in balance with conservation of the natural resources.

(2) The USACE and TGOF desire to promote innovative ideas about recreation needs and identify creative solutions in order to sustain and enhance outdoor recreation opportunities on USACE managed water resource projects.

(3) The USACE and TGOF 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 balance sustainable outdoor recreation and conservation of federally managed lands and waters.

(4) The USACE and TGOF desire to advance public-private partnerships to collaboratively improve recreation infrastructure and provide a wide variety of recreation opportunities to people of all ages, abilities and socio-economic backgrounds.

(5) The USACE and TGOF desire to inspire people of all ages, abilities and socio-economic backgrounds to get back to nature and give back to nature through voluntary funding and volunteerism.

#### **ARTICLE V – RESPONSIBILITIES**

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

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

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

(3) The USACE and TGOF will strive to cooperate in identifying opportunities and work with appropriate staff at USACE managed recreation areas to 1) identify projects across the nation that have the potential for enhanced recreation infrastructure through public-private partnerships and 2) populate potential projects in the recreation-related project database developed by TGOF.

## **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) Funds and Manpower: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. §§ 1341, 1517.

(2) Enforcement: Nothing in this MOU may be construed to obligate USACE or the United States to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, as consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at 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 TGOF's products, services or policies.

(4) Exclusivity: This MOU in no way restricts USACE 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 TGOF 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. TGOF 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 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 in writing 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 January 11, 2028.

## **ARTICLE VIII – POINTS OF CONTACT**

The following points of contact will be used by the Parties in the implementation of this MOU. Each Party may change its point of contact upon notice to the other Party.

For USACE:

1. Primary: Ms. Heather Burke, National Partnership Program Manager, HQUSACE. Ms. Burke may be contacted directly at 503-808-4313, or [heather.d.burke@usace.army.mil](mailto:heather.d.burke@usace.army.mil)

2. Alternate: Mr. Jeff Krause, Chief Natural Resource Management Branch, HQUSACE. Mr. Krause may be contacted directly at 202-761-1228, or [jeff.krause@usace.army.mil](mailto:jeff.krause@usace.army.mil)

For The Great Outdoors Fund:

1. Primary: Ms. Lori McCullough, Founder. Ms. McCullough can be reached directly at 817.946.6909, or [lori@thegreatoutdoorsfund.org](mailto:lori@thegreatoutdoorsfund.org)

2. Alternate: Ms. Caitlin McNeely, Director. Ms. McNeely can be reached directly at 561.771.2121, or [caitlin@thegreatoutdoorsfund.org](mailto:caitlin@thegreatoutdoorsfund.org)

APPROVED:

For the U.S. ARMY CORPS OF ENGINEERS



Thomas P. Smith, P.E.  
Chief, Operations and Regulatory Division

DATE: January 8 2019

For The Great Outdoors Fund



Lori McCullough  
Founder

DATE: 1/11/19