

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS  
AND  
THE UNION SPORTSMEN'S ALLIANCE**

**ARTICLE I – PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (hereinafter "USACE"), and the Union Sportsmen's Alliance, (hereinafter "USA"). The purpose of this Memorandum of Understanding is to express the non-binding intentions of the parties to cooperate in the USA's flagship conservation program "Work Boots on the Ground" to facilitate opportunities for their members to volunteer their time and unique trade skills towards construction, repair and restoration projects in our country's public lands managed by USACE.

**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.

The USA is a union-dedicated, non-profit organization that was founded in 2007 in partnership with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) and its affiliates to unite union members through a shared interest in the outdoors. It is committed to uniting the 9.7 million AFL-CIO union members who recreate outdoors into one community with a shared commitment to educate future generations of sportsmen and sportswomen, conserve healthy wildlife habitats and volunteer their time and skills for projects that improve outdoor access for all. The mission of the Union Sportsmen's Alliance is to unite the union community through conservation to preserve North America's outdoor heritage. USA's "Work Boots on the Ground" program mission is to improve recreation infrastructure and access to the outdoors for the benefit and enjoyment of people of all ages, abilities and socio-economic backgrounds. USA is positioned to help the USACE by contributing, when otherwise authorized by law, private sector resources and highly trained Union skills to complete hands-on, community-based volunteer projects that improve public access to the outdoors, enhance wildlife habitats, restore America's waters and parks and engage youth in the outdoors to help preserve our outdoor heritage.

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 MOU 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**

The U. S. Army Corps of Engineers will strive to:

- (1) Make USA aware of volunteer opportunities on public lands managed by USACE.
- (2) Encourage USA and other volunteer groups to work collaboratively on volunteer projects.
- (3) Perform all required environmental and cultural resource compliance work prior to permitting USA volunteers to begin work on a project.
- (4) Assign a local appropriate USACE employee at each designated project location to monitor volunteer projects, to respond to questions about the nature and goals of the project, and to act as an on-site liaison among the parties.
- (5) Provide a brief orientation to USA volunteers describing the park or public land and the USACE's mission and programs at the site.
- (6) Provide a safety briefing to USA volunteers describing the safety considerations necessary to safely and successfully complete the project at the site.
- (7) Designate an appropriate USACE representative to ensure agency coordination, support, and oversight among project sites.
- (8) Provide all funding, materials and equipment needed to complete selected projects where possible and appropriate, unless otherwise agreed to with the USA.
- (9) Notify USACE Division and District offices, laboratories and field sites of the establishment of this MOU.

The Union Sportsmen's Alliance will:

(1) Designate an on-site supervisor competent in the kind of work required to complete any volunteer project(s). The supervisor shall be responsible for supervision of USA participants, for controlling the method and manner of work, and for ensuring that the projects are undertaken and completed in a safe and professional manner.

(2) When available and appropriate, work collaboratively to mentor and train young adults, veteran corps and youth to educate on conservation, recreation, fishing, hunting, union trades or apprenticeship opportunities.

(3) Procure and maintain in force and effect during the term of this MOU public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Two Million Dollars (\$2,000,000) for any number of claims, arising from any one incident. The policy or policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the USA shall provide USACE with confirmation of such insurance.

(4) Recruit and select USA members to participate in the program, providing the skilled labor for selected projects.

(5) Designate a communications liaison for significant projects to advance the goals and successes of the partnership.

(6) Notify its other partners of the establishment of this MOU.

Both parties will strive to cooperate in identifying projects across the nation that have the potential for enhanced recreation infrastructure through public-private partnerships.

#### **ARTICLE V – NON-BINDING ARRANGEMENT**

Nothing in this MOU shall be construed as obligating USACE to perform any activity contemplated herein or expend any funding in support of this MOU.

#### **ARTICLE VI – PERSONNEL**

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel unless otherwise agreed to. 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) USACE will endeavor to have final approval and secure any financial support necessary to fulfill the planning and execution of volunteer projects.

(3) 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.

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

(5) 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 USA any preferential treatment, exclusive rights or privileges.

(6) 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. USA 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 agency in connection with this agreement.

(7) 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 on 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.

(8) 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.

(9) 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.

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

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

(12) 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.

(13) Effective Date: This MOU takes effect beginning on the day after the last Party signs and shall remain in effect, unless it is terminated earlier by one of the Parties as permitted herein.

#### **ARTICLE IX – KEY OFFICIALS**

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 written notice to the other Party.

For U.S. Army Corps of Engineers:

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)

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 Union Sportsmen's Alliance:

Primary: Mr. Scott Vance, Executive Director and CEO, Union Sportsmen's Alliance. Mr. Vance can be contacted at (615) 831-6787 or [scottv@unionsportsmen.org](mailto:scottv@unionsportsmen.org)

Alternate: Mr. Forrest Parker, Conservation Director, Union Sportsmen's Alliance. Mr. Parker can be reached at (828)788-1153 or [forrestp@unionsportsmen.org](mailto:forrestp@unionsportsmen.org)

**ARTICLE X – AUTHORIZING SIGNATURES**

**For the U.S. Army Corps of Engineers**

  
Name Title Date  
Chief Operations 24 Oct 2019

**For the Union Sportsmen's Alliance**

  
Name Title Date  
CEO/Executive Director 9/26/19