

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND
SOUTHEAST TOURISM SOCIETY**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by the U.S. Army Corps of Engineers (USACE) and the Southeast Tourism Society (STS) (hereafter referred to collectively as “the Parties”). The purpose of this MOU is to establish a general framework for cooperation between STS and USACE with regard to programs and policies affecting tourism. Specifically, the implementation of this MOU is intended to:

- Engender communication between the Parties to promote a mutual understanding of their respective roles and responsibilities in providing recreation and sustainable tourism in the southeastern United States;
- Facilitate cooperative projects on Federal lands to improve recreation and sustainable tourism in the states within the purview of STS;
- Endorse cooperation and coordination among and between USACE, members of STS and affected state, tribal, and local governments to improve management and promotion of recreation and sustainable tourism opportunities on Federal lands in the southeastern United States, and;
- Promote the exchange of information and coordinated planning and development of recreational and visitor facilities and services and interpretation of natural, cultural, and historic resources on Federal lands in the southeastern United States.

ARTICLE II – BACKGROUND

As a steward for the responsible management of Federal Lands and resources, USACE is dedicated to increasing public awareness and appreciation of these lands and resources and their management. Encouraging responsible travel and tourism on USACE lands furthers this goal.

Federal lands provide important travel and tourism opportunities that appeal to Americans and international visitors. Travel and tourism on Federal lands provides significant economic, educational, and recreational benefits for the United States in general and rural, tribal, and local communities in particular. Encouraging international tourism on Federal lands and to local communities provides important benefits, including a positive impact on the national balance of trade and a better understanding of American society and culture.

Visitors to Federal lands and residents of tribal, rural, and gateway communities in the United States will be better served if USACE and STS work together toward mutually beneficial objectives. Meeting these objectives will contribute to the sustainability of local communities through the protection and management of America's cultural, historic, and natural resources.

The mission of STS is to improve the economic vitality of the Southeast by uniting all segments of the travel and tourism industry; promoting tourism within its member states, fostering cooperation, sharing resources and providing continuing education.

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

USACE will strive to:

(1) Work with STS to develop and distribute information regarding sustainable travel and tourism opportunities in the southeastern United States on USACE managed Federal lands, and provide information to travel and tourism organizations for use in planning, development, marketing, and management of sustainable travel and tourism to USACE managed Federal lands in the southeastern United States.

(2) Collaborate with STS to organize, encourage, and participate in activities that enhance understanding of how to utilize sustainable travel and tourism to diversify the economic base communities and create jobs.

(3) Organize and conduct research, resource assessments, and educational programs that enhance the ability of the STS and other Federal agency partners to manage sustainable travel and tourism.

(4) Work with Federal, tribal, state, local, and private organizations to provide sustainable travel and tourism opportunities on Federal lands in the southeastern United States in a coordinated manner.

(5) Promote management practices that foster sustainable travel and tourism by protecting natural, cultural, and historic resources.

STS will strive to:

(1) Work with USACE to develop and distribute information regarding sustainable travel and tourism opportunities in the southeastern United States on USACE managed Federal lands, and provide assistance to travel and tourism organizations for use in planning, development, marketing, and management of sustainable travel and tourism to USACE managed Federal lands in the southeastern United States.

(2) Collaborate with USACE to organize, encourage, and participate in activities that enhance understanding of how to utilize sustainable travel and tourism to diversify the economic base of communities and create jobs.

(3) Assist USACE in organizing and conducting research, resource assessments, and educational programs that enhance the ability of USACE to manage sustainable travel and tourism.

(4) Enhance the understanding of visitors to Federal lands in the southeastern United States of the contributions to the quality of life and intercultural appreciation of the region's natural and human resources, history, and diversity.

(5) Support the economic vitality of sustainable travel and tourism interests and communities near Federal lands in the southeastern United States.

(6) Protect the natural, cultural, and historic resources that are the cornerstone of sustainable travel and tourism in the southeastern United States.

(7) Promote the integrity and authenticity of sustainable travel and tourism related sites and activities and respect the values of the indigenous peoples of the southeastern United States.

(8) Provide assistance and relevant information to USACE and local communities involved in sustainable travel and tourism projects on Federal lands in the southeastern United States.

(9) Help USACE determine the information needed by the travel and tourism industry regarding sustainable travel and tourism on Federal lands and tribal communities in the southeastern United States and how to best disseminate that information.

(10) Obtain prior written approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU, USACE, or the name or title of any employee of USACE in connection with this MOU. No press release, published advertisement, or other statement intended for the public or any other action by STS may infer that the United States or USACE endorse any of STS's products, services, or policies, nor may any such public communication or action imply that any preferential treatment, exclusive rights, or privileges are afforded to STS by USACE.

ARTICLE V - NON-BINDING ARRANGEMENT

This MOU is a non-binding, unenforceable 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) 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 STS'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 STS 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. STS 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.

(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 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.

(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.

(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 and will expire 5 years from its effective date, unless it is terminated earlier by one of the Parties as permitted herein. This MOU may be extended or amended upon the written agreement of USACE and STS.

(13) Any information furnished to USACE by STS under this MOU is subject to the Freedom of Information Act, 5 U.S.C. § 552.

(14) Additional parties may be added to this MOU with concurrence of the Parties.

(15) No member of or delegate to Congress may benefit from this MOU either directly or indirectly.

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

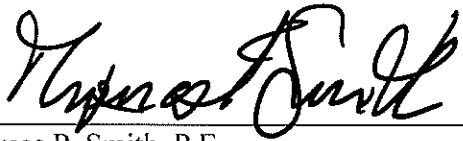
Alternate: Mr. Jeff Krause, Chief Natural Resource Management Branch, HQUSACE. Mr. Krause may be contacted directly at 202-761-1228, or jeff.krause@usace.army.mil

For Southeast Tourism Society:

Primary: Ms. Halle Czechowski, Southeast Tourism Society, halleczech@mac.com

Alternate: Ms. Suzanne Moon, Southeast Tourism Society, suzanne@southeasttourism.org

ARTICLE X-AUTHORIZING SIGNATURES



Thomas P. Smith, P.E.
Chief, Operations and Regulatory Division
U.S. Army Corps of Engineers

Date: May 12 2020



Monica Smith
President & CEO
Southeast Tourism Society

Date: May 14, 2020.