

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
RUFFED GROUSE SOCIETY AND AMERICAN WOODCOCK SOCIETY**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by the U.S. Army Corps of Engineers (USACE) and the Ruffed Grouse Society and American Woodcock Society (RGS/AWS) (hereafter referred to collectively as “the Parties”). USACE and RGS/AWS have worked together on numerous environmental stewardship and recreation related projects to benefit ruffed grouse and American woodcock and wish to maintain and expand these efforts. In accordance with applicable laws, regulations, and Army policies, this MOU provides a framework for continued collaboration related to protection, restoration, and enhancement of ruffed grouse and American woodcock habitat on lands managed by USACE.

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 U.S. Department of Defense.

Established in 1961, RGS/AWS is a 501(c)(3) conservation organization dedicated to healthy forest habitat for ruffed grouse, American woodcock, and all forest wildlife. RGS/AWS works to develop critical habitat utilizing scientific management practices. Members are mainly grouse and woodcock hunters who support national scientific conservation and management efforts to ensure the future of the species. RGS/AWS is headquartered in Coraopolis, PA and employs a team of forest wildlife conservation professionals to work with private landowners, and government, including local, state, and federal land managers who are interested in improving their forest land for wildlife.

This MOU establishes a framework for continuing collaboration based on the following:

- 1) Shared desire for the management of water resources consistent with the need for sustainable land use, development, and conservation.
- 2) Shared appreciation of the value of working in partnerships, both public and private, and engaging communities and diverse stakeholders by identifying, understanding, and implementing projects to improve ruffed grouse and American woodcock habitat at USACE projects; and

3) Shared desire to exchange and disseminate conservation and environmental information related to ruffed grouse and American woodcock habitat and management.

ARTICLE III – AUTHORITIES

The Parties intend to conduct the 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 - UNDERSTANDINGS OF THE PARTIES

1) USACE and RGS/AWS desire to conserve upland habitats and natural communities inhabited by ruffed grouse and American woodcock and other associated native wildlife.

2) USACE and RGS/AWS desire to promote innovative thinking about conservation needs for ruffed grouse and American woodcock to maintain healthy natural resources without impact to project purposes.

3) USACE and RGS/AWS desire to support the development of appropriate partnerships with Federal, state, local and tribal agencies as well as non-governmental organizations to meet the challenges of protecting and enhancing habitat for ruffed grouse and American woodcock and other wildlife species.

4) USACE and RGS/AWS desire to promote the gathering and sharing of scientific data, research, and best management practices by either entity as it may be related to projects of mutual interest and concern.

ARTICLE V - RESPONSIBILITIES

USACE will strive to:

1) Notify its Division and District offices, laboratories, and field offices of the establishment of this MOU.

2) Make available to RGS/AWS, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, existing information on wildlife management on USACE civil works lands.

3) Look for opportunities, as appropriate, for partnership initiatives with RGS/AWS.

4) Provide access for RGS/AWS to USACE civil works lands, as appropriate, to further the purpose of this MOU. The USACE Operations Project Manager may approve access to

RGS/AWS to the affected area subject to the management plans, safety, and security considerations, and compatibility with USACE operations.

5) Provide appropriate on-site recognition of RGS/AWS involvement in specific conservation, restoration, and/or management activities.

6) As appropriate, enter into challenge partnership agreements or cooperating association agreements for endeavors to accomplish specific work or research projects.

RGS/AWS will strive to:

1) Support USACE conservation and improvement of forest habitat for ruffed grouse, American woodcock, and other forest wildlife.

2) Provide technical assistance on wildlife habitat management.

3) Support ongoing and planned habitat management through the potential involvement of RGS/AWS chapters and members.

4) Explore and support innovative forest management approaches and joint ventures.

5) Explore and support reforestation activities.

6) Notify our staff and chapter leaders as needed about this MOU.

ARTICLE VI – NON-BINDING AGREEMENT

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 VII – 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 VIII - GENERAL PROVISIONS

1) Funds and Manpower: This MOU neither documents nor provides 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, 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 RGS/AWS 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 RGS/AWS 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. RGS/AWS will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU or to the agencies, or the name or title of any employee of the agency in connection with this MOU.

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 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 and shall remain in effect until terminated 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 reasonable notice to the other Party.

For USACE:

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.

Secondary: 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 the RGS/AWS:

Primary: Ben Larson, Mid-Atlantic Forest Conservation Director and Director of Forest Market Strategies, Ruffed Grouse Society/American Woodcock Society. Mr. Larson may be contacted directly at 412-445-0302 or benl@ruffedgrousesociety.org.

Secondary: Ben Jones, President and CEO, Ruffed Grouse Society/American Woodcock Society. Mr. Jones may be reached directly at 412-522-0616 or benj@ruffedgrousesociety.org.

ARTICLE X – AUTHORIZING SIGNATURES

FOR USACE:

FOR RGS/AWS:

MARGARET E. GAFFNEY-SMITH
Interim Chief, Operations and Regulatory
Division, U.S. Army Corps of Engineers

BENJAMIN C. JONES
President and CEO

(Date)

(Date)