

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BACKCOUNTRY HUNTERS & ANGLERS
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS
FOR**

This Memorandum of Understanding (MOU) is made and entered into between Backcountry Hunters & Anglers (BHA) and the United States Army Corps of Engineers (USACE), hereinafter referred to as “the parties.”

ARTICLE I - PURPOSE

The purpose of this MOU is to provide a framework for cooperation between the parties to develop and expand collaborative engagement on the parties’ broad and diverse communities of interest in wildlife-dependent outdoor recreation, and sustainable wildlife habitat. This MOU reflects the parties’ interest in sustaining and enhancing the health and vitality of natural resources and promoting shared stewardship through volunteerism and service on the lands and waters of the United States Army Corps of Engineers in accordance with the following provisions and any incorporated supplemental partnership agreements. This cooperation serves the parties’ mutual interests.

ARTICLE II - STATEMENT OF MUTUAL INTEREST AND BENEFITS

By entering into this MOU, both parties recognize they have common interests which include increasing outdoor recreation access and volunteer opportunities to local communities and engaging families, individuals, youth, veterans, and underserved communities in outdoor recreation and stewardship throughout the United States.

ARTICLE III – BACKGROUND

USACE is the steward of 12 million acres of land and water resources. Its Natural Resources Management mission is to deliver safe public access to U.S. Army Corps of Engineers’ lands and waters in a manner that protects all project purposes and mission areas through responsible outdoor recreation, environmental conservation and land use management while partnering with communities to serve the American people.

Backcountry Hunters & Anglers is the voice for our wild public lands, waters, and wildlife. The mission of Backcountry Hunters & Anglers is to ensure North America's outdoor heritage of hunting and fishing in a natural setting, through education and work on behalf of our natural resources. These goals are pursued by building a sense of ownership and engagement with hunters, anglers and other public land users by encouraging individual contributions to improving management of public lands. Built on a foundation laid down by conservationists like Theodore Roosevelt and Aldo Leopold, who understood that America's outdoor heritage depends

on healthy ecosystems, Backcountry Hunters & Anglers strives to lead by example both in the realm of land and water conservation and in the realm of ethical hunting and fishing.

ARTICLE IV – OBJECTIVE

BHA and USACE have mutual interests in the management and conservation of America's natural resources, the preservation of America's hunting and angling access, and the involvement of the public in conservation education, outdoor programs, and public service on behalf of federal lands.

ARTICLE V - RESPONSIBILITIES

Backcountry Hunters & Anglers will strive to:

1) Meet with USACE representatives, at least annually, to discuss the conditions covered by this MOU and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.

2) Coordinate with USACE in carrying out projects and other collaborations for which the parties may provide support. These projects will be identified and authorized under supplemental partnership agreements negotiated, drafted, and executed by the appropriate USACE unit.

3) Provide USACE with support in implementation of agreed-upon stewardship projects, education, outreach, or research efforts, and assessments of progress in implementing mutual conservation projects.

4) Coordinate with USACE to identify, define, and carry out projects and activities that align with BHA and USACE priorities. This coordination may possibly pertain to managing fish, wildlife, and their habitats; conducting local, regional, and national-scale projects; developing and implementing natural resources recovery plans, watershed and other ecological assessments; conducting site cleanups; supporting jointly funded positions to enhance capacity; monitoring and evaluating restoration efforts and habitat management activities; designing and conducting research; expanding public hunting and fishing access and opportunity; promoting and facilitating the transfer of research and management information and technologies; educating the public about public lands, public land stewardship, hunting and angling heritage, and outdoor recreational opportunities; hosting outdoor conservation and hunting and angling events; and outreach, training, and education to reach underserved communities and to promote and recruit a diverse natural resources workforce.

5) Develop a communication plan that enhances awareness of this MOU to identify emerging communities of interest and encourage new project proposals.

6) Increase public awareness, through education, special events, and advocacy of the value and benefits (social, economic, physical, and environmental) derived from participation in sustainable outdoor recreation on public lands.

7) Work with the USACE local unit staff to ensure that volunteer and service projects are accurately reported in the USACE volunteer database of community and national service partnerships, participation, outcomes and accomplishments.

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

1) Meet with BHA representatives, at least annually, to discuss the conditions covered by this MOU and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.

2) Coordinate with BHA in carrying out projects and other collaborations for which the parties may provide support. Funded projects, if any, will be identified and authorized under supplemental partnership agreements negotiated, drafted, and executed by the appropriate USACE local staff.

3) Work with BHA, USACE local staff, and other appropriate USACE partners to promote this partnership and to encourage USACE local staff to partner with BHA on projects and other related activities for the benefit of the public.

4) Provide project oversight, and logistical support for each volunteer project occurring on USACE lands and waters.

ARTICLE VI – NON-BINDING AGREEMENT

This MOU is a non-binding agreement that expresses mutual understandings of the Parties and shall not under any circumstances be interpreted as an enforceable contract at law. In no event shall this MOU be enforced against the other Party by any legal or equitable suit or action. 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 but not limited to, pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

ARTICLE VIII – GENERAL PROVISIONS

1) This MOU is neither a fiscal nor a funds obligation document. Any endeavor or specific work project or activity involving reimbursement or the contribution of funds between the parties of this MOU will require the execution of separate agreements or contracts. Each subsequent agreement or arrangement involving the transfer of money, services, or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be

independently authorized by appropriate statutory authority.

2) This MOU is intended only to improve cooperation between USACE and BHA and is not intended to create any substantive or procedural right or obligation enforceable at law by any party against the United States, its agencies, its officers, or any person, or against BHA, its agents and assigns.

3) Nothing in this MOU shall be construed as affording BHA any preferential treatment, exclusive rights, or privileges, or as obligating BHA to any action not expressly set forth in this MOU.

4) In carrying out the terms of this agreement there shall be no discrimination against any persons because of race, color, national origin, age, religion, sex, sexual orientation, or disability, in compliance with federal law, as well as USACE policy.

5) The Corps and BHA intend to explore the initiatives contemplated in this agreement in accordance with existing authorities. Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. 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 applicable.

6) This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with other organizations and institutions in programs of mutual interest.

7) 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. BHA 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.

8) USACE and BHA will strive to designate representatives who shall meet annually to review the MOU and its implementation.

9) This MOU may be modified as necessary, by mutual agreement of both parties, by written amendment signed and dated by an authorized representative of each party.

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

11) Either party may terminate this MOU for any reason by providing 30 days advance written notice to the other.

12) This MOU is not transferable except with the written mutual consent of the Parties.

13) It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

14) This MOU takes effect beginning on the day after the last Party signs and shall remain in effect for a period of nine (9) years from its effective date, unless earlier terminated by one of the Parties as permitted herein.

ARTICLE IX – KEY OFFICIALS

The following individuals will be the principal contacts for their respective organizations. However, either party may substitute other individuals upon written notice to the other party. All communication and notices regarding this agreement shall be directed to the following key officials for each party:

For BHA:

Primary: Mr. John W. Gale, Vice President of Policy and Government Relations, Backcountry Hunters & Anglers. Mr. Gale may be contacted directly at 303-746-3570, or gale@backcountryhunters.org.

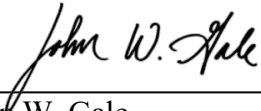
Secondary: Mr. Chris Hennesy, Eastern Regional Director, Backcountry Hunters & Anglers. Mr. Hennesy may be contacted directly at 267-872-0345, or chris@backcountryhunters.org.

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.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last date written below:



John W. Gale
VP of Policy and Government Relations
Backcountry Hunters & Anglers

22 August 2023

Date



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

Date