

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS  
AND  
TROUT UNLIMITED**

**ARTICLE I - PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to provide a foundation for collaboration related to protection, restoration, and/or management of cold water fisheries of mutual interest to Trout Unlimited (TU) and the U.S. Army Corps of Engineers (USACE). The Parties intend to focus on activities that protect, reconnect, restore, and sustain coldwater fisheries and their watersheds using the best available science within the context of the USACE Civil Works mission and the mission of Trout Unlimited.

**ARTICLE II – 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.

Trout Unlimited is a national non-profit organization with 300,000 members and supporters dedicated to conserving, protecting, and restoring North America's coldwater fisheries and their watersheds. Their mission is to bring together diverse interests to care for and recover rivers and streams so our children can experience the joy of wild and native trout and salmon.

**ARTICLE III – OBJECTIVE**

Under this MOU, the Parties will strive to identify initiatives that:

- 1) Protect critical coldwater fisheries habitats;
- 2) Reconnect coldwater streams and improve fish passage to benefit river ecosystem health;
- 3) Restore coldwater riparian habitats; and

4) Gather and share scientific data and research as it may be related to projects of mutual interest and concern.

#### **ARTICLE IV - RESPONSIBILITIES**

USACE and TU will seek opportunities to cooperate in efforts to promote the conservation of regionally significant coldwater fish and their habitats in accordance with applicable laws through projects and programs related to conservation, understanding, management and sustainable use of the Nation's coldwater fish and their habitats.

USACE, subject to the availability of resources, will strive to:

1) Communicate the establishment of this MOU to all USACE Division and District Offices as well as relevant laboratories.

2) Identify a point of contact for coordination of TU activities at each USACE Division office in geographic areas where TU has a mission interest in conserving coldwater fisheries.

3) Make available to TU, to the extent legal and practicable, and as appropriate and consistent with the objectives of this MOU, existing information on coldwater fisheries on USACE Civil Works lands and waters.

4) Look for opportunities, as appropriate, for partnership initiatives with TU.

5) Provide access for TU to USACE Civil Works lands and waters, as appropriate, to further the purpose of this MOU. USACE Operations Project Managers may approve access for TU to the affected area subject to management plans, safety and security considerations, and compatibility with USACE operations. If TU requests use of USACE Civil Works lands and/or waters, a real estate instrument may be granted after USACE makes a determination that such land/water is available for the requested use.

6) Provide appropriate on-site recognition of TU involvement in specific protection, reconnection, restoration, and research activities.

7) As appropriate and as otherwise authorized by law, enter into partnership agreements for endeavors to accomplish specific work or research projects.

TU, subject to the availability of resources, will strive to:

1) Communicate the establishment of the MOU and method of implementation to all TU conservation staff.

2) Identify a point of contact to serve as coordinator for cooperative actions with USACE Division offices.

- 3) Look for opportunities, as appropriate, for partnership initiatives with USACE.
- 4) Collaborate with USACE to develop and encourage public outreach programs aimed at educating youth and engaging local communities.
- 5) Participate in joint training opportunities with USACE to share new or existing information, research, innovations, and best practices, as it may relate to projects of mutual interest and concern.
- 6) Review existing and potential USACE projects affecting coldwater fish habitat for protection, reconnection, restoration and research opportunities to determine the extent and nature of TU's potential involvement, if any.
- 7) As TU deems appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

#### **ARTICLE V – 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 VI – 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 VII – GENERAL PROVISIONS**

1) This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to TU of any contract or other agreement.

2) This MOU is intended only to improve cooperation between USACE and TU 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 TU, its agents and assigns.

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

4) The Corps and TU 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.

5) 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.

6) 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. TU 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.

7) USACE and TU will designate representatives who shall meet annually to review the MOU and its implementation.

8) 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.

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

10) Either party may terminate this MOU for any reason by providing 45 days advance written notice to the other.

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

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

13) 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 VIII – 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](mailto: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](mailto:jeff.krause@usace.army.mil)

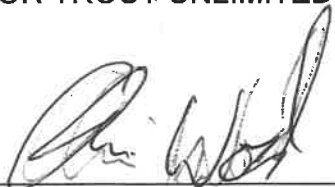
For TU:

Primary: Mr. Bryan Moore, Chief Intergovernmental Officer, Trout Unlimited, Inc. Mr. Moore may be contacted directly at 304-641-2658, or [bryan.moore@tu.org](mailto:bryan.moore@tu.org)

Secondary: Mr. Steve Moyer, VP of Government Affairs, Trout Unlimited, Inc. Mr. Moyer may be contacted directly at 571-274-0593, or [steve.moyer@tu.org](mailto:steve.moyer@tu.org)

### ARTICLE IX– AUTHORIZING SIGNATURES

FOR TROUT UNLIMITED:



Christopher Wood  
President and CEO  
Trout Unlimited, Inc.

January 10, 2023  
Date

FOR USACE:

SMITH.THOMAS.PA  
TRICK.1020138439

Digitally signed by  
SMITH.THOMAS.PATRICK.102013  
8439  
Date: 2022.12.19 16:28:14 -05'00'

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

December 19, 2022  
Date