

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY,
THE ARMY CORPS OF ENGINEERS
AND
THE NATIONAL FISH AND WILDLIFE FOUNDATION**

I. INTRODUCTION. Through the Department of the Army Civil Works and Regulatory Programs, the U.S. Army Corps of Engineers (Corps) plays a leadership role in the development, management, protection, and restoration of our nation's water resources. The National Fish and Wildlife Foundation (NFWF) is a charitable, non-profit corporation established by law to encourage, accept, and administer gifts for the benefit of or in connection with the activities and services of the Fish and Wildlife Service (U.S. Department of the Interior), the National Oceanic and Atmospheric Administration (Department of Commerce), and other Federal agencies.

A. The Army and NFWF support creative and sustainable solutions to water resources problems, and actively pursue the protection, restoration, and enhancement of fish and wildlife habitat, and the myriad species which rely on the habitat.

B. The Army and NFWF support efforts to share information about sustainable solutions and concepts of sustainability for the benefit and utilization of others.

C. The Army and NFWF engage in activities to identify and understand environmental problems and forge partnerships among stakeholders to implement solutions.

D. The Army, through the Corps, and the NFWF have worked together successfully on a limited and largely ad hoc basis.

II. PURPOSE. This umbrella Memorandum of Understanding (MOU) confirms that the Army, through the Corps, and NFWF intend to cooperate in an effort to seek opportunities to explore innovative programs, projects, and activities that fulfill one or more of the following objectives: enhance fisheries and wildlife habitat; promote nonstructural flood control; encourage improved management for fish and wildlife and other environmental benefits through demonstration projects; promote and expand the use of ecological buffers; facilitate land acquisition; foster partnerships with tribal organizations; promote the recovery of threatened and endangered species; explore the benefits of mitigation banking for wetlands; promote bottomland hardwood reforestation; and, other activities of interest to both parties.

III. AUTHORITIES. The activities contemplated under this MOU will be conducted in accordance with the National Fish and Wildlife Foundation Establishment Act, as amended (16 USC 3701 et seq.) and applicable law.

IV. BENEFITS. The Army and NFWF agree that the ability to achieve common and related resource goals can be enhanced significantly under the more coordinated approach outlined in this MOU.

A. The Army will benefit from access to NFWF's extensive and active network of conservation partnerships, and from NFWF's unique position as a facilitator with other Federal agencies, and a variety of local, State, and non-governmental organizations, to explore innovative conservation approaches and joint ventures.

B. The NFWF can benefit from the Army's large, geographically dispersed, multi-disciplinary staff, and extensive experience implementing water resources projects, including projects for environmental restoration and protection.

V. RESPONSIBILITIES. Pursuant to the authorities listed above, the parties agree as follows:

A. The Corps and the NFWF will cooperate in an effort to seek opportunities to promote the conservation of fish, wildlife, and plants, in accordance with applicable law by means of such appropriations or specific cooperative agreements, joint projects, grants, or contract instruments, or agreements with other Federal agencies, as may be deemed appropriate for the purposes of carrying out projects or programs related to the conservation, understanding, management, and sustainable use of the Nation's land and water resources.

B. NFWF shall name the Assistant Secretary of the Army (Civil Works), or designee, an *ex officio* member of the Board, with all the rights and responsibilities of other *ex officio* Board members. The *ex officio* Board member will serve in his/her official capacity.

C. Within one year, the Corps and NFWF shall establish a process for planning, implementing, and evaluating projects and programs contemplated under this MOU.

D. If necessary, the Corps and the NFWF shall evaluate the progress of this MOU annually.

G. For the purposes of this MOU, an annex is defined as a detailed description of an agreement that is within the scope and purpose of this umbrella MOU, as determined by the Executive Agents. Annexes are subject to all provisions of this MOU and shall, in their introduction, incorporate by reference all provisions of this MOU. For this MOU, the Executive Agents are the Assistant Secretary of the Army (Civil Works) and the NFWF Executive Director.

H. Annexes may be initiated by either party, but require approval of both Executive Agents to take effect. Each party shall be responsible for following its own internal guidelines and conditions.

VI. MODIFICATION, TERMINATION, AND OTHER CONDITIONS.

A. This MOU may be modified or amended at any time by mutual agreement of both parties in writing, and may be terminated by either party upon sixty (60) days prior written notice.

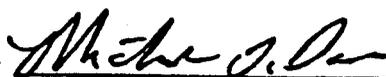
B. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with nongovernmental organizations and institutions in programs of mutual interest.

C. This MOU does not obligate funds. Any exchange of funds under appropriations or annexes to this MOU will be handled in accordance with applicable laws, regulations, and procedures.

D. Nothing herein shall be construed as binding the signatories to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of the MOU for the fiscal year, or to involve the signatories in any contract or other obligation for the expenditure of funds in excess of such appropriations or allocations.

E. The Army and NFWF intend to conduct the activities contemplated in this agreement 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.

VII. IMPLEMENTATION. This MOU becomes effective when signed by both signatory parties and remains in effect until modified or terminated.



Michael Davis
Deputy Assistant Secretary of the Army,
Civil Works

3/26/98
Date



Amos S. Eno
Executive Director,
National Fish and Wildlife Foundation

26 March '98
Date