

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS  
AND  
PHEASANTS FOREVER, INC AND QUAIL FOREVER**

**ARTICLE I – PURPOSE**

This Memorandum of Understanding (MOU) is entered into and by the U.S. Army Corps of Engineers (USACE) and Pheasants Forever, Inc and Quail Forever (PF/QF) (hereafter referred to collectively as “the Parties”) for the mutual benefit of conserving and restoring native grassland shrubland ecosystems and timber stands to improve wildlife habitat in and around lands managed by USACE.

**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 USACE 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.

The mission of Pheasants Forever, Inc. and its division Quail Forever, is to enhance pheasant, quail, and other wildlife populations in North America through habitat improvement, public awareness, education, and land management benefiting landowners and wildlife.

**ARTICLE III - UNDERSTANDINGS**

The Parties recognize the necessity for ecologically sound landscape level planning to conserve and restore, where opportunity presents, the diversity and abundance of fish and wildlife resources and their habitats across the country. The Parties desire to use their respective skills and abilities to conserve fish, wildlife, and their necessary habitats for public benefit, consistent with their respective objectives, responsibilities, and authorities.

The Parties have a mutual interest in working together to conserve and restore early successional and rare and declining habitats on the nation’s public lands, thereby furthering natural resource conservation, habitat protection, sustainable land management, and recreational opportunities. In accordance with applicable laws, regulations, and Army policies, this MOU expresses an intent of the Parties to strive to accomplish the mutual goals expressed herein.

Consistent with applicable laws, regulations, and policies, PF/QF will strive to:

- 1) Assist with the maintenance and restoration of natural or historic populations of wildlife and habitat, or species of concern, as agreed upon on selected USACE managed lands and as consistent with PF/QF policy, objectives, and approved management plans.
- 2) Inform all PF/QF members and the public about pheasants/quail and associated wildlife habitat and conservation projects conducted cooperatively with USACE.
- 3) Share collaboratively collected data with USACE.
- 4) Work with state and local partners to provide technical assistance to landowners through the Farm Bill Biologist partnership and keep USACE informed of these efforts.
- 5) Cooperate and coordinate with appropriate state and local partners in development and implementation of management plans for grassland and forest resources that may include research, monitoring, habitat restoration, and maintenance.
- 6) Annually, provide USACE with a written evaluation of each project involving PF/QF volunteers or cooperators to summarize the purpose of the project, number of volunteers, accomplishments, and if the project met PF/QF objectives.
- 7) Work collaboratively with USACE project leads to prepare published materials mentioning a cooperative USACE / PF/QF project. Published material, which includes documents such as press releases and educational material, may not be disseminated without the express written approval of USACE.
- 8) Comply with applicable federal statutes, regulations, and USACE guidance.

Consistent with applicable laws, regulations, and policies, USACE will strive to:

- 1) Collaborate with PF/QF and state wildlife agencies, when appropriate, and other willing partners to implement conservation-oriented projects on USACE lands, subject to all applicable laws, regulations, policies, resource management plans, and approval by the appropriate USACE official.
- 2) Ensure all volunteers are signed up through any necessary USACE programs.
- 3) Provide PF/QF and project partners information on the regulations and policies related to the work identified in this MOU.
- 4) Share collaboratively collected data with PF/QF.

## **ARTICLE IV – 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 or PF/QF to perform any activity contemplated herein or expend any funding in support of this MOU.

## **ARTICLE V – PERSONNEL**

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

## **ARTICLE VI – GENERAL PROVISIONS**

- 1) This MOU is neither a fiscal nor funds obligation document. The MOU does not commit or authorize the expenditure of any funds. Any endeavor involving reimbursement or contribution of funds, services, or materials between the parties 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.
- 2) This MOU is intended only to improve cooperation between USACE and PF/QF and is not intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies, its officers, or any person, or against PF/QF, its agents and assigns.
- 3) Nothing in this MOU shall be construed as affording PF/QF any preferential treatment, exclusive rights, or privileges, or as obligating PF/QF to any action.
- 4) In carrying out the terms of this MOU, there shall be no unlawful 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) USACE and PF/QF intend to explore the initiatives contemplated in this MOU 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 in similar activities or

arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording either organization any preferential treatment, exclusive rights or privileges.

- 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. PF/QF will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to USACE's partnership, or the name or title of any employee of USACE in connections with this agreement.
- 8) This MOU may only be modified by the written mutual agreement of the parties, duly signed by their authorized representatives.
- 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 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 ten (10) years from its effective date, unless earlier terminated by one of the parties as permitted herein.
- 14) This MOU must be reviewed and validated by both Parties 5 years after its Effective Date to determine whether it should be modified or terminated.

## **ARTICLE VII – KEY OFFICIALS**

The following points of contact will be used by the parties to communicate in the implementation of this MOU. Each party may change its point of contact upon notice to the other party.

For USACE:

Primary: Ms. Heather Burke, National Partnership Program Manager,  
heather.d.burke@usace.army.mil, 678-972-3824

Secondary: Mr. Jeff Krause, Chief, Natural Resources Management HQUSACE,  
jeff.krause@usace.army.mil, 202-761-1228

For Pheasants Forever, Inc. and Quail Forever:

Primary (Technical Contact): Tim Caughran Director of Federal Partnerships,  
[TCaughran@pheasantsforever.org](mailto:TCaughran@pheasantsforever.org), 618-791-3909  
1806 Montview Avenue  
Godfrey, IL 62035

Secondary (Administrative Contact): Sarah Marquart, Contract Specialist Supervisor,  
[smarquart@pheasantsforever.org](mailto:smarquart@pheasantsforever.org), 651-209-4919  
1783 Buerkle Circle  
St. Paul, MN 55110

## ARTICLE VIII – AUTHORIZING SIGNATURES

  
Marilyn Vetter (Dec 2, 2025 15:56:10 CST)

Dec 2, 2025

**Marilyn Vetter**  
C.E.O. and President  
Pheasants Forever, Inc.

**Date**

HILL.STEPHEN.LAWRE  
NCE.1017958751

Digitally signed by  
HILL.STEPHEN.LAWRENCE.1017958751  
Date: 2025.11.20 10:59:37 -05'00'

**Stephen L. Hill, PMP, SES**  
Director, Operations and Regulatory  
Programs  
U.S. Army Corps of Engineers

**Date**







# PFQF USACE MOU 11-20-25

Final Audit Report

2025-12-02

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