

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**THE DEPARTMENT OF ARMY**  
**and**  
**BPS Direct, L.L.C (BASS PRO SHOPS)**

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by and between the Department of Army, (hereinafter the "Government"), represented by the U.S. Army Corps of Engineers (Corps) and BPS Direct, L.L.C (hereinafter "Bass Pro").

**I. AUTHORITY.**

A. Section 4 of the Flood Control Act of 1944, as amended, 16 U.S.C. 460d

**II. BACKGROUND.**

Bass Pro was established in 1971 with a goal of providing anglers with a consistent source of specialized gear to compete in the growing sport of tournament fishing. Since then Bass Pro has become a world industry leader inspiring people to love, enjoy and conserve the great outdoors. Bass Pro is strongly committed to the principles of sound conservation and hopes to bring future generations to love the outdoors and continue the nation's rich outdoor heritage. Bass Pro hosts over 100 million sportsmen and women each year. These customers are a portion of the 350 million people that visit Corps water resource projects and facilities annually.

The Corps manages various lakes and rivers within the states of Kansas, Colorado, Nebraska, Iowa, Missouri, Illinois, Oklahoma, Arkansas and Texas, with missions including public recreation, environmental stewardship, flood control, and water supply, achieving its operational goals through a wide range of partnerships, collaboration, activities, programs and events. The Corps districts operating within these respective states receive 103 million annual visits and encompass approximately 4.6 million acres of land and water collectively.

Bass Pro wishes to establish a regional partnership with the Government through the creation of this MOU.

**III. PURPOSE.**

This Memorandum of Understanding is to establish a general framework of cooperation between the Government and Bass Pro for the purposes of:

- A. Improving fish habitat in Corps managed reservoirs and tributaries.
- B. Maintaining and enhancing environmental and natural resource stewardship.

- C. Promoting conservation and appreciation for the outdoors, along with public safety awareness and boating education.
- D. Connecting people with nature, parks, and outdoor activities.

The geographic scope of this agreement is regional and may include Corps projects within the Little Rock, Tulsa, Fort Worth, Galveston, Kansas City, and St. Louis Districts.

#### **IV. RESPONSIBILITIES:**

##### **A. THE GOVERNMENT WILL:**

1. Work collaboratively with Bass Pro in developing, planning, organizing, implementing, monitoring, and evaluating programs, projects, and activities.
2. Work cooperatively with Bass Pro to convey information to the public regarding the environmentally responsible and safe use of federal lands and waters.
3. As appropriate, enter into local agreements with Bass Pro to further the purposes of this MOU. Provide guidance for the planning, implementation, and monitoring of projects undertaken pursuant to supplements to this agreement.
4. In furtherance of specific projects agreed upon in supplements to this agreement, foster communications and understanding between the Government and Bass Pro to make appropriate lands and waters under Corps jurisdiction available for the furtherance of this agreement, subject to applicable state and federal laws, regulations, policies, licenses, and contractual agreements, and subject to approval by appropriate authorized Corps officials.

##### **B. BASS PRO WILL:**

1. Work collaboratively with the Government in developing, planning, organizing, implementing, monitoring, and evaluating programs, projects, and activities.
2. Work cooperatively with the Government to convey information to the public regarding the environmentally responsible and safe use of federal lands and waters.
3. Meet with representatives of the Government when appropriate to discuss and agree on specific guidelines for project proposals. Provide

assistance, funds and/or public support for the implementation of agreed upon projects or research efforts. When desirable, enter into local agreements with the Government to accomplish specific projects reflected in written supplements to this agreement and executed by both parties.

4. Obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU, the Government, or the name or title of any employee of the agencies in connection with this MOU. No press release, published advertisement, or other statement intended for the public or any other action by Bass Pro may infer that the United States or the agencies endorse any of Bass Pro's products, services, or policies, nor may any such public communication or action imply that any preferential treatment, exclusive rights, or privileges are afforded to Bass Pro by the Corps.

## **V. COMMITMENT OF THE PARTIES.**

Subject to applicable Federal laws, regulations, and policy the partners in the MOU, to the extent practicable, affirm their mutual understanding and agree to use their best effort to:

- A. Support the purpose of this MOU consistent with each party's missions, operating plans, governing laws, regulation, and policies.
- B. Collaboratively design and implement strategies to address the purposes listed in this MOU.
- C. Work together to facilitate current and future agreed upon activities.
- D. Encourage and support the participation of other appropriate agencies and organizations.

## **VI. EXAMPLES OF POTENTIAL OPPORTUNITIES.**

The following are examples only and should not be considered an all-inclusive or required list of activities.

- A. Corps may participate in local Bass Pro facilitated events and promotions related to public safety, life jacket use and conscientious resource use. This may include banners, videos, games, billboards, manned and stand-alone displays, etc.
- B. The Government and Bass Pro may partner to complete various fish and wildlife habitat or natural resource management enhancement projects on Corps lands. This may include handicap accessible fishing piers,

development of fish habitat installation boats/barges, the development of fishery nurture ponds and stocking programs, etc.

- C. The Government and Bass Pro may work together to create and use various media outlets including, internet, social, newspaper, catalog, radio, TV, etc., to encourage outdoor recreation and natural resource related programs and activities.
- D. The Government and Bass Pro may partner with local hospitals/wellness centers in support of the America's Great Outdoors Initiative in promoting healthy, active lifestyles through events such as camping, boating, hiking, hunting, fishing, disc-golf, bike riding and other outdoor activities.
- E. The Government and Bass Pro may organize and conduct outdoor skills classes that enable youth to learn various outdoor skills through clinics on map reading, utilizing GPS devices, camping techniques, campfire cooking, fishing, animal track id, etc.
- F. The Government and Bass Pro may partner to develop invasive species management programs for various grasses, parasites and pests, through proper boat cleaning, handling of bait fish, timber and firewood handling programs, etc.
- G. The Government and Bass Pro may work together to develop organized Hunts/Fishing Tournaments for veterans, handicapped and those with disabilities.
- H. The Government and Bass Pro may work together to develop organized Youth Hunts/Fishing Tournaments including events for youths with disabilities.
- I. The Government and Bass Pro may partner together to encourage environmental stewardship through lake shore cleanups and other similar activities.

## VII. POINTS OF CONTACT.

To provide consistent communication, the following individuals will be the points of contact for all actions related to this MOU:

### **BASS PRO**

Director of Conservation  
Conservation Youth Development  
Telephone: 417-873-5023  
Email: MMacDonald@BassPro.com

### **U.S. ARMY CORPS OF ENGINEERS**

National Partnership Program Manager  
Telephone: 503-808-4313  
Facsimile: 503-808-4329  
Email: Heather.D.Burke@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

St. Louis District  
Partnership Program Manager  
Phone: 314-331-8624  
Email: Rachel.J.Garren@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

Kansas City District  
Partnership Program Manager  
Phone: 816-389-3459  
Email: Scott.A.Rice@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

Tulsa District  
Partnership Program Manager  
Telephone: 918-669-7340  
Email: Stanley.Spirlock@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

Fort Worth District  
Partnership Program Manager  
Telephone: 254-756-5359  
Email: Jeff.T.Boutwell@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

Little Rock District  
Partnership Program Manager  
Telephone: 501-324-5899  
Email: Titus.V.Hardiman@usace.army.mil

### **U.S. ARMY CORPS OF ENGINEERS**

Galveston District  
Partnership Program Manager  
Telephone: 281-497-0740  
Email: Kristine.N.Brown@usace.army.mil

## VIII. MODIFICATION, TERMINATION, AND OTHER CONDITIONS.

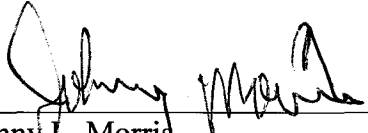
- A. This MOU defines the general terms upon which the Government and Bass Pro will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which 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, the MOU does not establish authority for the noncompetitive award to Bass Pro of any contract or other agreement.

- B. The Government and Bass Pro 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.
- C. 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 non-governmental organizations and institutions in programs of mutual interest.
- D. This MOU may be modified or amended by mutual agreement of both parties in writing.
- E. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 60 days written notice to the other Party.
- F. This MOU will remain in effect indefinitely from the date of its execution.
- G. This agreement in no way constitutes an endorsement by the Government of any Bass Pro product, service, or enterprise.
- H. This agreement in no way is intended to provide Bass Pro with preferential treatment.

**IX. EFFECTIVE DATE.**


The parties have executed this MOU as of the last date indicated below:

BASS PRO SHOPS

  
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Johnny L. Morris  
Founder  
BPS Direct, L.L.C.

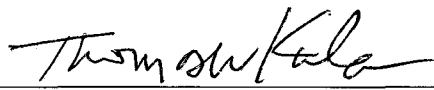
Date: August 7, 2012

U.S. ARMY CORPS OF ENGINEERS

  
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Anthony C. Funkhouser,  
Colonel,  
Commander, Northwestern Division

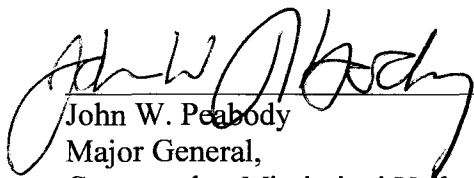
Date: August 7, 2012

U.S. ARMY CORPS OF ENGINEERS

  
\_\_\_\_\_  
Thomas W. Kula  
Brigadier General,  
Commander, Southwestern Division

Date: August 7, 2012

U.S. ARMY CORPS OF ENGINEERS

  
\_\_\_\_\_  
John W. Peabody  
Major General,  
Commander, Mississippi Valley Division

Date: August 7, 2012