DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

CECW-PD

SEP 27 2002

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Memorandum of Understanding Between the United States Department of the Army, the U.S. Army Corps of Engineers, and Ducks Unlimited, Inc.

1. On 22 July 2002, Mr. Dominic Izzo, Principal Deputy Assistant Secretary of the Army (Civil Works), signed the enclosed Memorandum of Understanding (MOU) with Ducks Unlimited, Inc. (DU). With more than one million supporters, DU, (www.ducks.org) is the world's leading wetland and waterfowl conservation group. The MOU recognizes the shared commitment of the U.S. Army Corps of Engineers and DU to encourage water management measures that benefit native animals and plants and natural communities while meeting human needs. The purpose of the MOU is to provide a foundation for collaboration related to protection, restoration, and/or management of selected wetlands and associated uplands of mutual interest within the context of the Corps civil works mission. The two parties have agreed to cooperate in an effort to seek opportunities to promote the conservation of regionally significant biological diversity in accordance with applicable law through projects or programs related to the conservation, understanding, management, and sustainable use of the Nation's land and water resources.

2. Environmental sustainability can only be achieved by the combined efforts of many diverse parties. By combining the expertise of our two organizations we will increase our abilities to make positive contributions to the restoration of wetlands and associated habitats. Districts are encouraged to look for opportunities to work with DU on projects of mutual benefit. It is important to note that the MOU is not a fiscal nor a funds obligation document and does not establish authority for the noncompetitive award to DU of any contract or other agreement.

3. Please ensure broad dissemination of this MOU among your staff working on planning, operations and regulatory issues. The MOU has been posted on the CECW-P web page at http://www.usace.army.mil/inet/functions/cw/cecwp/. My point of contact regarding implementation of this MOU is Ellen Cummings, CECW-PD. She may be reached at (202) 761-4558 or electronically at ellen.m.cummings@usace.army.mil.

FOR THE COMMANDER:

Encl

for ROBERT H. GRIFFIN
Major General, USA
Director of Civil Works

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY,
THE U.S. ARMY CORPS OF ENGINEERS
AND
DUCKS UNLIMITED, INC.

I. **PURPOSE.** The purpose of this MOU is to provide a foundation for collaboration related to protection, restoration, and/or management of selected wetlands and associated uplands of mutual interest to Ducks Unlimited (DU) and the U.S. Army Corps of Engineers (Corps). Activities carried out pursuant to this MOU will contribute to fulfilling natural resources stewardship objectives, protecting and restoring ecosystems of value to waterfowl and other wildlife populations, and to fulfilling the objectives of the North American Waterfowl Management Plan and the North American Bird Conservation Initiative, within the context of the Corps civil works mission and to meet the objectives outlined below.

A. Encourage water management measures that benefit native animals and plants and natural communities while meeting human needs;

B. Foster demonstration projects to test promising water management strategies while monitoring their efficacy in meeting multiple objectives;

C. Foster wetland protection and restoration projects that improve wildlife and fisheries habitat while meeting human needs;

D. Promote non-structural flood protection and other measures to maintain natural ecosystem functions at sustainable levels; and

E. Promote the gathering and sharing of scientific data and research by either entity as it may be related to projects of mutual interest and concern.

II. **RESPONSIBILITIES.**

A. The Corps and DU will seek opportunities to cooperate in efforts to promote the conservation of regionally significant biological diversity in accordance with applicable law through projects or programs related to the conservation, understanding, management, and sustainable use of the Nation's land and water resources.

B. The Corps, subject to the availability of resources, shall:

1. Communicate the establishment of this MOU to all U.S. Army Corps of Engineers Division and District Offices as well as relevant laboratories;

2. Identify a point of contact for coordination of DU activities at each Corps Division office;

3. Make available to DU, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, existing information on wetland and waterfowl management on Corps civil works lands;

4. Look for opportunities, as appropriate, for partnership initiatives with DU.

5. Provide access for DU to Corps civil works lands, as appropriate, to further the purpose of this MOU. The Corps' Operations Project Manager may approve access for DU to the affected area subject to management plans, safety and security considerations, and compatibility with Corps operations. If DU requests use of Corps civil works lands, a real estate instrument may be granted after the Corps makes a determination that such land is available for the requested use;

6. Provide appropriate on-site recognition of DU involvement in specific wetlands protection, restoration and/or management activities; and

7. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

C. DU, subject to the availability of resources, shall:

1. Communicate the establishment of the MOU and method of implementation to all DU offices;

2. Identify a point of contact at each DU regional office to serve as coordinator for cooperative actions with Corps offices;

3. Regularly review potential Corps projects for waterfowl habitat restoration and to determine the extent and nature of DU involvement, if any; and

4. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

III. **GENERAL PRINCIPLES.** It is mutually agreed and understood by the parties that:

A. 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 DU of any contract or other agreement.

B. This MOU is intended only to improve cooperation between the Corps and DU, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, its officers, or any person.

C. Nothing in this MOU shall be construed as affording DU any preferential treatment, exclusive rights, or privileges.

D. The Corps and DU 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.

E. 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.

F. The parties of this MOU or their designated representatives shall meet annually to review the implementation of this MOU.

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

H. Either party may terminate this MOU by providing 45 days written notice to the other. Otherwise, this MOU will remain in force indefinitely.

IV. **EFFECTIVE DATE.** The parties have executed this MOU as of the last date written below.

THE DEPARTMENT OF THE ARMY

Dominic Izzo
Principal Deputy Assistant Secretary of the Army
(Civil Works)

Date: July 22D, 2002

DUCKS UNLIMITED, INC.

D. A. (Don) Young
Executive Vice President

Date: 22 July/02