



DEPARTMENT OF THE ARMY  
USAMC INSTALLATIONS AND SERVICES ACTIVITY  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, ILLINOIS 61299-7190

REPLY TO  
ATTENTION OF

AMXIS-U (200)

28 DEC 2000

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Natural Resources Memoranda of Understanding (MOU)

1. References:

a. Memorandum, ACSIM, DAIM-ED-N, 27 Nov 00, subject: Memorandum of Understanding Between Department of Defense and the U.S. Fish and Wildlife Service (encl 1).

b. Memorandum, ACSIM, DAIM-ED-N, 4 Dec 00, subject: Memorandum of Understanding between Department of Defense and Ducks Unlimited (encl 2).

2. We request you disseminate this information to your installations. We are providing these enclosed MOU for your use in managing natural resources on your installations as appropriate. We fully encourage your use of these MOU as tools to enhance your ability to engage the workforce outside the Department of Defense in support of Integrated Natural Resources Management Plans (INRMPs). If you are unable to find funding for cooperative efforts, contact us for assistance. We will do our best to work with you to find a funding source.

3. I would like to direct your attention to one issue in reference 1a. Paragraph F.1.e. states DOD will..."Make available to the Service, to the extent practicable, existing information on fish, wildlife, and plant resources on military lands, including contaminant problems that may potentially affect natural resources." In most cases, installation contaminant information is publicly available through the Installation Restoration Program (IRP) and Ecological Risk Assessments. Management prescriptions in the INRMP should take contamination issues into account; however, it is not necessary to reproduce analyses in the INRMP.

4. The IRP is responsible for identifying contaminant releases, assessing impacts to the environment (including endangered species, migratory birds, and biotic communities), and developing

WWW HOMEPAGE ADDRESS: <http://www.ria.army.mil/isa/>

AMXIS-U

SUBJECT: Natural Resources Memoranda of Understanding (MOU)

and selecting response actions when unacceptable risks to ecological receptors from release is likely. If signatory agencies have an interest in specific contamination issues, refer them to those publicly held documents.

5. The points of contact are Messers Rich Clewell and Tom Vorac, AMC I&SA, DSN 793-8252/4062 or commercial (309) 782-8252/4062, fax: DSN 793-7566, e-mail: clewellr@ria.army.mil/  
voract@ria.army.mil, respectively.

6. AMC - Army READINESS Command ... Supporting Every Soldier Every Day.

FOR THE DIRECTOR:

2 Encls

*for Gary L. Badtram*  
T. R. WAHLIG, PE  
Chief, Environmental Division

DISTRIBUTION:

Commander

U.S. Army Tank-automotive and Armaments Command,

ATTN: AMSTA-RM-XEM (Mr. Terry Tighe), Warren, MI 48397-5000

U.S. Army Aviation and Missile Command, ATTN: AMSAM-EELO

(Mr. Ron Hagler), Redstone Arsenal, AL 35898-5000

U.S. Army Communications-Electronics Command, ATTN: AMSEL-LE

(Mr. Donald Ott), Fort Monmouth, NJ 07703-5000

U.S. Army Operations Support Command, ATTN: SOSMA-ISE-R

(Mr. Billy Murphy), 1 Rock Island Arsenal, Rock Island, IL  
61299-5500

U.S. Army Soldier and Biological Chemical Command,

ATTN: AMSSB-OET (Mr. Bob Martin, COL Miller), 5183 Blackhawk  
Road, Aberdeen Proving Ground, MD 21010-5424

Director

U.S. Army Research Laboratory, ATTN: AMSRL-CS-IS-EQ

(Mr. Kevin Mason), 2800 Powder Mill Road, Adelphi, MD  
20783-1197

CF (w/o encls):

Cdr, AMC, ATTN: AMCIS-A (Mr. Lowe)



DEPARTMENT OF THE ARMY  
ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT  
600 ARMY PENTAGON  
WASHINGTON DC 20310-0600



REPLY TO  
ATTENTION OF

27 NOV 2000

DAIM-ED-N (200-1a)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Memorandum of Understanding Between Department of Defense and the U.S. Fish and Wildlife Service

1. Reference memorandum, ADUSD (Environmental Quality), 22 Jun 99, subject: MOU Between DoD and the U.S. Fish and Wildlife Service.
2. Reference 1 transmits a Memorandum of Understanding (MOU) between the Department of Defense (DoD) and the U.S. Fish and Wildlife Service (USFWS) for the Ecosystem-based Management of Fish, Wildlife and Plant Resources on Military Lands. The MOU is provided for your information at the enclosure.
3. Installations may negotiate directly with their regional USFWS offices for natural resources management support using existing Sikes Act authority. However, if installation personnel choose to request support under provisions of paragraph F.1.a of this MOU then my POC may be contacted for guidance.
4. In order to comply with paragraph F.1.b of the subject MOU, I request that Army Major Commands provide a copy of this correspondence to all installations under your commands. Likewise, I request that the Commander, U.S. Army Environmental Center provide a copy to regional environmental coordinator offices under your command.
5. The Army Staff point of contact is Mr. Bill Woodson, (703) 693-0673.

FOR THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT:

Encl

STACEY K. HIRATA  
Colonel, GS  
Director, Environmental Programs



Encl 1

DAIM-ED-N (200-1a)

SUBJECT: MOU Between DoD and the U.S. Fish and Wildlife Service

DISTRIBUTION:

COMMANDER

U.S. ARMY TRAINING AND DOCTRINE COMMAND, ATTN: ATBO-GE, BUILDING 5,  
3D FLOOR, SUITE A, 5 A NORTH GATE ROAD, FORT MONROE, VA 23651-1048

U.S. ARMY FORCES COMMAND, ATTN: AFPI-ENE, 1777 HARDEE AVENUE, SW.,  
BUILDING 200, FORT MCPHERSON, GA 30330-1062

U.S. ARMY, PACIFIC, ATTN: APEN-E (MR. MICHAEL HARADA), FORT SHAFTER,  
HI 96858-5100

U.S. ARMY MEDICAL COMMAND, ATTN: MCFA-E, 2050 WORTH ROAD, FORT  
SAM HOUSTON, TX 78234-6000

U.S. ARMY RESERVE COMMAND, ATTN: AFRC-ENV (LTC MICHAEL HLADY),  
1401 DESHLER STREET, SW., FORT MCPHERSON, GA 30330-2000

U.S. ARMY MILITARY DISTRICT OF WASHINGTON, ATTN: ANSP-IS-EN, 103  
THIRD AVENUE, BUILDING 42, FORT LESLEY J. MCNAIR, WASHINGTON, DC  
20319-5058

MILITARY TRAFFIC MANAGEMENT COMMAND, ATTN: MTPAL-FE, HOFFMAN  
BUILDING II, 200 STOVALL STREET, ALEXANDRIA, VA 22332-5000

U.S. ARMY TEST AND EVALUATION COMMAND, ATTN: CSTE-ILE-ENV,  
PARK CENTER IV, 4501 FORD AVANUE, ALEXANDRIA, VA 22302-1458

U.S. ARMY ENVIRONMENTAL CENTER, ATTN: SFIM-AEC-EQN, 5179 HOADLEY  
ROAD, ABERDEEN PROVING GROUND, MD 21010-5401

DEPUTY COMMANDER, U.S. ARMY SPACE AND STRATEGIC DEFENSE  
COMMAND, ATTN: CSSD-EN-V, P.O. BOX 1500, HUNTSVILLE, AL 35807-3801

CHIEF, NATIONAL GUARD BUREAU, ATTN: NGB-ARE, ARMY NATIONAL GUARD  
READINESS CENTER, 111 S. GEORGE MASON DRIVE, ARLINGTON, VA  
22204-1382

SUPERINTENDENT, U.S. MILITARY ACADEMY, ATTN: MAEN-EV (MR. EUGENE  
ROOD), OFFICIAL MAIL DISTRIBUTION CENTER, 646 SWIFT ROAD, WEST  
POINT, NY 10996-1905

DIRECTOR, U.S. ARMY MATERIEL COMMAND, INSTALLATIONS AND SERVICES  
ACTIVITY, ATTN: AMXIS-U, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL  
61299-7190

CONT.

DAIM-ED-N (200-1a)

SUBJECT: MOU Between DoD and the U.S. Fish and Wildlife Service

DISTRIBUTION CONT.

CF (W/ENCLS):

COMMANDER

U.S. ARMY MATERIEL COMMAND, ATTN: AMCEN-A, 5001 EISENHOWER  
AVENUE, ALEXANDRIA, VA 22333-0001

U.S. ARMY CORPS OF ENGINEERS, ATTN: CEMP-RI, 441 G STREET,  
NW, WASHINGTON, DC 20314-1000

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF DEFENSE  
AND THE  
U.S. FISH AND WILDLIFE SERVICE  
FOR THE  
ECOSYSTEM-BASED MANAGEMENT OF FISH, WILDLIFE AND PLANT  
RESOURCES  
ON MILITARY LANDS

A. PREFACE

1. This Memorandum of Understanding (MOU) establishes a policy of cooperation and coordination between the Department of Defense (DoD) and the U.S. Fish and Wildlife Service (Service) for the effective and efficient management of fish, wildlife, and plant resources on military lands.
2. The DoD is responsible for managing approximately 25 million acres of land and waters while at the same time accomplishing its primary mission of national defense.
3. DoD lands and waters contain sensitive ecosystems, threatened and endangered species, migratory birds, forests, deserts, wetlands, coastal areas, and other resources.
4. The DoD, with the assistance of the Department of Interior, is responsible under the Sikes Act (16 U.S.C. 670a-670f, as amended) for carrying out programs and implementing management strategies to conserve and protect biological resources on its lands.
5. The DoD has a history of commitment to environmental security and the management and protection of the resources which have been entrusted to its stewardship.
6. The Service is responsible for managing the approximately 92 million acres of the National Wildlife Refuge system, and for administering the Endangered Species Act, the Migratory Bird Treaty Act of 1918, the Anadromous Fish Conservation Act, and other fish and wildlife statutes.
7. The Service desires to provide technical expertise to assist in the DoD's management of military lands. The Service also desires to coordinate management of its lands with conservation activities on nearby DoD lands and waters.

8. The DoD and the Service have a successful history of cooperation. Both parties desire to work effectively on cooperative projects concerning the management and protection of fish, wildlife, and plant resources on an ecosystem basis.

9. The Economy Act (31 U.S.C 1535 and 1536.) allows a Federal agency to enter into an agreement with another Federal agency for services, when those services can be rendered in a more convenient and cost effective manner by another Federal agency.

10. The DoD and the Service agree to work cooperatively in areas of mutual interest.

B. PURPOSE

The purpose of this MOU is to facilitate the effective and efficient protection and management of natural resources, including fish, wildlife, and plant resources, on an ecosystem basis on lands and waters controlled by the DoD.

C. BACKGROUND

The DoD and the Service have a long history of cooperation concerning the management of fish, wildlife and plant resources on military lands. Through the Sikes Act, the Service has coordinated on hundreds of fish and wildlife plans for DoD installations. Through a "Joint Agreement of Cooperation to Perpetuate North American Waterfowl Populations" (August 11, 1988), the DoD and the Service agreed to support the goals of the North American Waterfowl Management Plan (Plan) to protect, restore, and enhance wetland habitat to benefit breeding, migrating, and wintering waterfowl and other wetland species. That Agreement, which expired on September 30, 1992, focused on military land located in or near "Joint Venture" areas, that is, major wetland habitat areas identified in the Plan.

D. DEFINITION OF AN INTEGRATED NATURAL RESOURCES  
MANAGEMENT PLAN

Integrated natural resources management plans (INRMPs) are plans for military installations based, to the maximum extent practicable, on ecosystem management principles and guidelines. INRMPs provide for the management of natural resources, including fish, wildlife, and plants, allow multipurpose uses of those resources, and provide public access necessary and appropriate for those uses, without any net loss in the capability of an installation to support its military mission. An INRMP shows the interrelationship of individual components of natural resources management (e.g., fish and wildlife, forestry, land management, and outdoor recreation.) to mission requirements and other land uses affecting an installation's natural resources.

E. PREPARATION OF INTEGRATED NATURAL RESOURCES  
MANAGEMENT PLANS (INRMPs)

INRMPs may be prepared for military installations with cooperation and assistance of the Service. Areas in which the Service has expertise and may be of assistance include:

1. Protecting, managing, restoring, and conserving fish, wildlife, and plant resources and their habitats, to include inventorying and trends analysis for aquatic and terrestrial habitats;
2. Protecting candidate, threatened, and endangered species as specified in the Endangered Species Act, and in consultation with the Service, including coordinated protection and mitigation measures, methods and procedures for enhancing these species;
3. Protecting species specified in the Migratory Bird Treaty Act;
4. Implementing the Sikes Act;
5. Training DoD personnel in the management of natural resources and enforcement of Federal and State natural resources laws and regulations;
6. Providing, with the States, background information and guidance on criteria and procedures for hunting, fishing, and trapping permits, fees, access, and enforcement;
7. Advising on other outdoor recreational opportunities, including user fees and access, if appropriate;
8. Advising on the control of off-road recreational vehicles;
9. Advising on the promotion of recreational user ethics;
10. Providing guidance on sustainable public use of natural resources;
11. Advising the military services on present or proposed research;
12. Advising the military services on proposed policy issues;
13. Advising on natural resources damage assessments and other appropriate natural resources issues;

14. Investigating, consulting, and restoring, if necessary, fish and wildlife resources and their habitat affected by or potentially affected by contaminants and other hazards; and
15. Conducting inventories of wetlands, deepwater habitats, and other fish and wildlife habitats and preparing digital databases for use in geographic information analyses.

F. RESPONSIBILITIES

The DoD and the Service do mutually agree upon the following responsibilities:

1. The DoD will, subject to the availability of funds:
  - a. Provide to the Washington office of the Service by March 31 of each year, a list of installations that desire assistance with developing or updating INRMPs during the next fiscal year. All requests from installations and other management projects will be prioritized using the following criteria
    - (1) Projects related to the management of fish, wildlife and plant resources, to ensure compatibility with the military mission;
    - (2) Projects that best coordinate work with Service management priorities; and
    - (3) Joint projects that could be implemented to effectively use the principles and guidelines of ecosystem management.
  - b. Communicate the establishment of this MOU to all Military Departments, major commands, Regional Environmental Coordinator offices, and appropriate installations.
  - c. Forward all requests for funding through the chain of command.
  - d. Identify research requirements.
  - e. Make available to the Service, to the extent practicable, existing information on fish, wildlife, and plant resources on military lands, including contaminant problems that may potentially affect natural resources.
2. The Service will, subject to the availability of funding, and upon the request of the DoD:

- a. Develop a regional work plan for military installations based on personnel workload considerations.
- b. Coordinate with appropriate Federal and State agencies, military representatives, and local private conservation organizations to identify potential natural resource restoration, conservation, rehabilitation and management projects and relevant joint enforcement activities on selected DoD lands.
- c. Participate in developing or updating INRMPs and activities for selected installations, as requested by DoD.
- d. Identify and develop a list of those military installations which are in close proximity to a national wildlife refuge. Where appropriate, participate in the development and implementation of coordinated management plans for those installations and refuges.
- e. Identify partnership opportunities with the DoD, and develop these opportunities for natural resources work conducted on military installations.
- f. Coordinate with and obtain approval from appropriate DoD officials prior to initiating activities other than law enforcement investigations on DoD installations.
- g. Communicate the establishment of this MOU to each Service Regional Office, and to each appropriate field station, including each refuge in close proximity to a military installation.
- h. Share with the military services, current and proposed research efforts.
- i. Expeditiously provide comments on newly developed or updated INRMPs.
- j. Promote technical assistance regarding the suitability of any areas identified by DoD as potentially having environmental contaminant problems, including advice on restoration activities, as appropriate, that may affect natural resources.
- k. Provide law enforcement support to protect and to conserve fish, wildlife and plant resources on DoD installations that fall within the authority and jurisdiction of the Service.

3. Furthermore, both parties agree that accomplishment of the purposes and objectives of this MOU are of mutual benefit, and any costs incurred by either party,

except for costs associated with projects specified in subagreements to this MOU, shall be borne by the parties individually. The signatory parties agree and understand that this MOU by either party is dependent upon lawful appropriation, availability, and allocation of funds by proper authorities. Nothing herein contained shall be construed as limiting or affecting in any way the vested or delegated authority of the Department of Defense or the U.S. Fish and Wildlife Service.

#### G. EVALUATION

The parties to this MOU or their designated representatives shall meet each December to review activities associated with this MOU, to share information specified in the MOU, and to establish a schedule of work for the coming year. Costs and benefits will be evaluated to ensure that the purposes of the MOU are being achieved, and to determine future efforts.

#### H. DELEGATION AND ADMINISTRATION

1. Authorized representatives of the DoD and the Service may execute subagreements within the scope of this MOU, if such subagreements comply with the requirements of the Economy Act and the Sikes Act.
2. Expenditures under this MOU shall be determined by said subagreements.
3. Each said subagreement shall include a proposal from the initiator that identifies goals and objectives, study design and methods for work to be accomplished, and an estimated budget. When the scope of work, budget, payment schedule, and other terms and conditions are mutually agreed upon, a subagreement shall be issued by the appropriate contracting officer to duly obligate funds.
4. Any subagreement negotiated under authority of this MOU will remain in full force and effect, unless and until modified or terminated by local signatory parties, per terms of said subagreement.
5. Service efforts in implementing the projects specified in subagreements shall be reimbursed through an Economy Act order subject to the head of the ordering agency or unit deciding the order is in the best interest of the United States Government and the head of the agency deciding the goods or services cannot be provided as conveniently or cheaply by a commercial enterprise.

#### I. LIAISON OFFICERS

1. DoD: Director, Conservation, 3400 Defense Pentagon, Washington, DC  
20301-3400

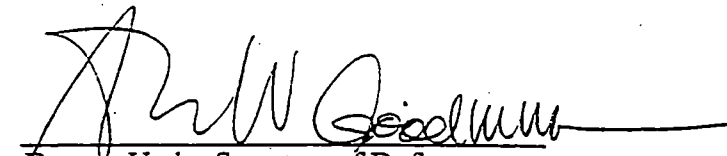
2. Service: Sikes Act Coordinator, 4401 North Fairfax Drive, Mail Stop 820  
ARLSQ, Arlington, VA 22203

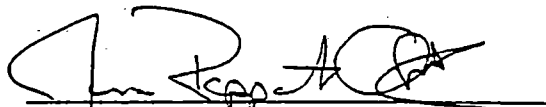
J. MODIFICATION AND TERMINATION

This MOU may be modified only by mutual agreement in writing and signed by both parties. This MOU will be reviewed after five years. Any modifications will require new signatures by both parties. This MOU may be terminated by either of the participating parties provided that 45 days notice, in writing, is given to the other party.

K. IMPLEMENTATION

This MOU becomes effective when signed by both parties.

  
Deputy Under Secretary of Defense  
(Environmental Security)

  
Director, U.S. Fish and Wildlife Service

17 MAY 1999



DEPARTMENT OF THE ARMY  
ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT  
600 ARMY PENTAGON  
WASHINGTON DC 20310-0600



REPLY TO  
ATTENTION OF

DAIM-ED-N (200-1a)

04 DEC 2000

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Memorandum of Understanding between Department of Defense and Ducks Unlimited

1. I have enclosed the subject Memorandum of Understanding (MOU) between Department of Defense (DoD) and Ducks Unlimited (DU) for your use. The purpose of this MOU is to provide a foundation for a cooperative partnership between DoD and DU. This includes cost shared waterfowl habitat restoration and enhanced projects on military installations.
2. Potential conflicts of interest may arise when negotiating cooperative agreements with non-federal entities. Such issues can arise when installation staff members are themselves members, officers, or board members of non-federal entities that installations may negotiate these agreements with. Our employees should be aware that federal conflict of interest statutes provide for criminal penalties. Installation staff members facing such issues should contact their installation ethics advisor for resolution of conflict of interest issues.
3. Please forward this information to your installations as appropriate. If you have any questions, the Army Staff point of contact for this action is Mr. Bill Woodson at (703) 693-0680.

FOR THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT:

Encl

STACEY K. HIRATA  
Colonel, GS  
Director, Environmental Programs

DISTRIBUTION:  
COMMANDER

U.S. ARMY TRAINING AND DOCTRINE COMMAND, ATTN: ATBO-GE, BUILDING 5,  
3D FLOOR, SUITE A, 5 A NORTH GATE ROAD, FORT MONROE, VA 23651-1048  
CONT.

DAIM-ED-N (200-1a)

SUBJECT: Memorandum of Understanding between Department of Defense and Ducks Unlimited

DISTRIBUTION CONTINUED:

U.S. ARMY FORCES COMMAND, ATTN: AFPI-ENE, 1777 HARDEE AVENUE, SW.,  
BUILDING 200, FORT MCPHERSON, GA 30330-1062

U.S. ARMY, PACIFIC, ATTN: APEN-E (MR. MICHAEL HARADA), FORT SHAFTER,  
HI 96858-5100

U.S. ARMY MEDICAL COMMAND, ATTN: MCFA-E, 2050 WORTH ROAD, FORT  
SAM HOUSTON, TX 78234-6000

U.S. ARMY RESERVE COMMAND, ATTN: AFRC-ENV (LTC MICHAEL HLADY),  
1401 DESHLER STREET, SW., FORT MCPHERSON, GA 30330-2000

U.S. ARMY MILITARY DISTRICT OF WASHINGTON, ATTN: ANSP-IS-EN, 103  
THIRD AVENUE, BUILDING 42, FORT LESLEY J. MCNAIR, WASHINGTON, DC  
20319-5058

MILITARY TRAFFIC MANAGEMENT COMMAND, ATTN: MTPAL-FE, HOFFMAN  
BUILDING II, 200 STOVALL STREET, ALEXANDRIA, VA 22332-5000

U.S. ARMY TEST AND EVALUATION COMMAND, ATTN: CSTE-ILE-ENV,  
PARK CENTER IV, 4501 FORD AVANUE, ALEXANDRIA, VA 22302-1458

U.S. ARMY ENVIRONMENTAL CENTER, ATTN: SFIM-AEC-EQN, 5179 HOADLEY  
ROAD, ABERDEEN PROVING GROUND, MD 21010-5401

DEPUTY COMMANDER, U.S. ARMY SPACE AND STRATEGIC DEFENSE  
COMMAND, ATTN: CSSD-EN-V, P.O. BOX 1500, HUNTSVILLE, AL 35807-3801

CHIEF, NATIONAL GUARD BUREAU, ATTN: NGB-ARE, ARMY NATIONAL GUARD  
READINESS CENTER, 111 S. GEORGE MASON DRIVE, ARLINGTON, VA  
22204-1382

SUPERINTENDENT, U.S. MILITARY ACADEMY, ATTN: MAEN-EV (MR. EUGENE  
ROOD), OFFICIAL MAIL DISTRIBUTION CENTER, 646 SWIFT ROAD, WEST  
POINT, NY 10996-1905

DIRECTOR, U.S. ARMY MATERIEL COMMAND, INSTALLATIONS AND SERVICES  
ACTIVITY, ATTN: AMXIS-U, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL  
61299-7190

CF (W/ENCLS):  
COMMANDER

U.S. ARMY MATERIEL COMMAND, ATTN: AMCEN-A, 5001 EISENHOWER  
AVENUE, ALEXANDRIA, VA 22333-0001



ACQUISITION AND  
TECHNOLOGY

DUSD(ES)/EQ

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON  
WASHINGTON DC 20301-3000

19 OCT 1998

MEMORANDUM FOR DEPUTY ASSISTANT SECRETARY OF THE ARMY  
(ENVIRONMENT, SAFETY AND OCCUPATIONAL  
HEALTH), OASA (IL&E)  
DEPUTY ASSISTANT SECRETARY OF THE NAVY  
(ENVIRONMENT AND SAFETY), OASN (I&E)  
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE  
(ENVIRONMENT, SAFETY AND OCCUPATIONAL  
HEALTH), SAF/MIQ  
DIRECTOR, DEFENSE LOGISTICS AGENCY

SUBJECT: Memorandum of Understanding (MOU) between the Department of  
Defense (DoD) and Ducks Unlimited (DU)

I am forwarding the attached signed MOU between DoD and DU for your  
information. The purpose of this MOU is to provide a foundation for a cooperative  
partnership between DoD and DU, and to promote waterfowl habitat restoration and  
enhancement projects on military installations.

Please forward this information as appropriate. If you have any questions, please  
contact Mr. Peter Boice at (703) 604-0524.

Bruce C. deGrazia  
Assistant Deputy Under Secretary of Defense  
(Environmental Quality)

Attachment

81004931

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

## **THE DEPARTMENT OF DEFENSE**

## **AND**

## **DUCKS UNLIMITED, INC.**

### **I. BACKGROUND**

This Memorandum of Understanding (MOU) is made and entered into between the Department of Defense ("DoD") and Ducks Unlimited, Inc. ("DU").

### **II. AUTHORITY**

The parties enter this MOU under the provisions of the Sikes Act (16 U.S.C. 670a-670f, as amended), the Department of Defense Appropriations Act, 1991 (Operations and Maintenance, Defense-wide) (Public Law 101-511, Section 8120), and the Department of Defense Appropriations Act, 1994 (Operations and Maintenance, Defense-wide) (Public Law 103-139).

### **III. PURPOSE**

The purposes of this MOU are to provide a foundation for cooperative development of selected wetlands and associated uplands administered by or under the jurisdiction of the DoD in order to maintain and increase waterfowl populations and to fulfill the objectives of the North American Waterfowl Management Plan, within the context of DoD's environmental security and military missions.

### **IV. PREAMBLE**

**WHEREAS**, the DoD, in accomplishing its national defense mission, which includes military training and operations, is responsible for approximately 25 million acres of federal lands; and,

**WHEREAS**, the DoD is responsible for managing and protecting ecologically significant areas of such federal lands; and,

**WHEREAS**, the DoD has a history of commitment to environmental security and the management of resources that have been entrusted to its stewardship; and,

**WHEREAS**, the DoD has adopted ecosystem management and biodiversity conservation as its approach to natural resources stewardship; and,

**WHEREAS**, the DoD has a responsibility to reduce bird aircraft strike hazards (BASH) that may cause in-flight mishaps; and

**WHEREAS**, DoD managed lands covered under this MOU do not include Civil Works lands; and,

**WHEREAS**, the DoD desires to use the expertise of DU, an international non-profit organization that operates in the 50 states, U.S. territories, and with in-country partner organizations; and,

**WHEREAS**, DU cooperates with other land managing entities, governmental and non-governmental organizations to accomplish wetlands conservation and waterfowl habitat management as recognized methods to effectively fulfill certain mandates and regulations; and

**WHEREAS**, the primary mission of DU is to fulfill the annual life cycle needs of North American waterfowl by protecting, enhancing, restoring and managing important wetlands and associated uplands; and,

**WHEREAS**, the DoD and DU have agreed to work together for the purpose of cooperatively developing, restoring and enhancing wetlands and waterfowl habitat in fulfillment of the goals and objectives of the North American Waterfowl Management Plan.

## **V. RESPONSIBILITIES**

**NOW THEREFORE**, the Department of Defense and Ducks Unlimited agree to work cooperatively in areas of mutual interest, as identified below.

A. The Department of Defense will, via the chain of command, and under the terms of appropriate separate subagreements to this MOU:

1. Communicate the establishment of this MOU to all Military Departments, major commands, field operating agencies, and military installations.
2. Identify a point of contact for coordination of DU activities at the Office of the Deputy Under Secretary of Defense for Environmental Security.
3. Make available to DU, to the extent legal and practicable, existing information on waterfowl management on military lands.

4. Identify all BASH-related hazards of proposed activities or projects to be performed by DU.

5. Provide access to DU to military lands to further the purposes of this MOU, including the right of access for DU studies, and the right of access for construction, maintenance and inspection of DoD waterfowl habitat restoration and enhancement projects. Such access will be subject to applicable Federal laws, regulations and comprehensive management plans for the affected area, if any, will be consistent with safety and security consideration and compatible with military operations, and will be subject to approval by the Commander of the DoD installation.

6. Screen appropriate proposed wetlands project proposals and existing projects for possible implementation as partnership initiatives with the DU, and undertake joint planning on selected sites.

7. Provide DU with appropriate background information, when required, including, but not limited to site specific natural resources management plans.

8. Provide appropriate on-site recognition of DU involvement.

B. Ducks Unlimited will, subject to the availability of resources, and under the terms of separately funded subagreements to this MOU:

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

2. Identify a DU point of contact to serve as coordinator for cooperative actions with the Military Departments.

3. Annually review potential DoD projects for waterfowl habitat restoration and enhancement and make the final determination on which proposals, if any, will be cost-shared by DU.

4. Recognize the potential hazards of waterfowl to aircraft and, when such hazards are identified, make alternative proposals with no BASH conflicts.

5. Provide assistance for the implementation of agreed upon projects which have been approved by appropriate DoD and DU officials and, where applicable, cooperating partner organizations.

6. Provide advice, biological review and engineering expertise on wetland areas selected for cooperative enhancement, which have been approved by appropriate DoD and DU officials, and where applicable, cooperating partner organizations.

FURTHERMORE, both parties mutually agree that accomplishment of the purposes and objectives of this MOU are of mutual concern and any costs incurred by either party shall be on a nonreimbursable basis. The signatory parties agree and understand that this MOU does not constitute a commitment of resources, and that performance under this MOU by either party is dependent upon lawful appropriation, availability, and allocation of resources by proper authorities. Nothing herein shall impede the parties from using other mechanisms for cooperating to accomplish the purposes set out above.

## **VI. GENERAL PRINCIPLES**

1. Nothing in this MOU shall obligate any party herein to any present or future expenditure of funds.
2. This MOU is intended only to improve cooperation between the DoD 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.
3. The parties of this MOU or their designated representatives shall meet annually to review activities associated with this MOU.
4. This MOU may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto.
5. Consistent with the provisions of the 1994 Defense Appropriations Act (P.L. 103-139, 107 Stat. 1422), contracting officers within the Military Departments may, consistent with the policies of their department and the Department of Defense, negotiate and enter into subagreements within the scope of this MOU. Each subagreement shall meet the requirements of the DoD Grants Regulation.
6. Expenditures under this MOU shall be determined by said specific subagreements, entered into at the Headquarters, command, or installation level.
7. Each said subagreement shall include a proposal that identifies goals and objectives, design, and methods for work to be accomplished, and an estimated budget. When the scope of work, budget, and payment schedule are mutually agreed upon, a subagreement shall be executed by the appropriate contracting officer to duly obligate appropriated funds to implement the purposes of this MOU.
8. Any subagreement negotiated under authority of this MOU will remain in full force and effect, unless and until modified or terminated by local signatory parties, per the terms of said subagreement.
9. Nothing herein contained shall be construed as limiting or affecting in any way the vested or delegated authority of the Department of Defense.

10. Separate funding subagreements for each installation are not required under the terms of this MOU, but may be required to meet internal requirements of a particular Military Service or installation.

## **VII. MODIFICATION AND TERMINATION**

This MOU shall remain in full force for ten years or until terminated by any of the signatories to the MOU, provided that 45 days written notice is given to each party; however, sufficient attempt should be made to modify, rather than to terminate, the MOU. Ten years after signature by all parties, this MOU shall be reviewed and considered for renewal. Signatures must be obtained from all parties to fully execute the renewal.

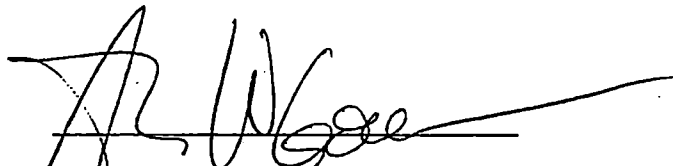
An installation commander or appropriate representative of DU may unilaterally withdraw their support for cooperative activities at a particular installation. Withdrawal would occur 30 days after written notification is delivered to the installation commander or to DU.

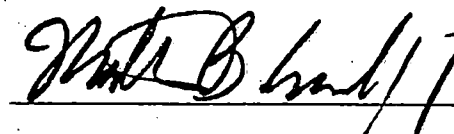
## **VIII. IMPLEMENTATION**

This MOU becomes effective when signed by all parties.

DEPARTMENT OF DEFENSE

DUCKS UNLIMITED, INC.

  
\_\_\_\_\_  
Sherri W. Goodman  
Deputy Under Secretary of Defense  
(Environmental Security)

  
\_\_\_\_\_  
Matthew B. Connolly, Jr.  
Executive Vice President

Date: 11 SEP 1998

Date: 9/22/98