

**US Army Corps
of Engineers®**

*POC David Welles
x.1790*

6/96

Memorandum of Understanding

between

Bass Anglers Sportsman Society®

B.A.S.S.

&

U.S. Army Corps of Engineers®

1. Authority

This Memorandum of Understanding is made and entered into by and between the Bass Anglers Sportsman Society, a division of B.A.S.S., Inc. incorporated in the State of Alabama, hereinafter referred to as B.A.S.S., and the U.S. Army Corps of Engineers, hereinafter to as the Corps.

II. Purpose

The purpose of this agreement is to provide a framework for communication, cooperative activities, and research necessary to:

- A. maintain and enhance the productivity of sportfishery resources, consistent with other fishery goals on the Corps waterways.
- B. maintain and enhance public fishing opportunities on the Corps system; and
- C. increase public understanding of the importance of aquatic environments to sportfish species.

Both B.A.S.S and/or its affiliates and the Corps are encouraged to utilize this cooperative agreement at appropriate organizational levels to develop specific projects consistent with this agreement.

III. Introduction

While B.A.S.S. and the Corps have separate interests and objectives, both entities have interests and/or responsibilities associated with waters and the habitat of bass and other sportfish species. Both parties recognize that these waters and habitats should be protected, conserved, enhanced, and managed with consideration for the growing public demand for fisheries conservation and sportfishing opportunities nationwide.

The Corps manages over 11 million acres of land and water, with over 460 reservoirs, thousands of miles of rivers and streams, 4,300 developed recreation areas and 41,000 miles of shoreline. On those resources the Corps operates 3,500 boat launching ramps and 536 marine facilities. Twenty-six percent of total Corps project visitation is for fishing activities. Over 25 million people (10% of the U.S. population) make 380 million visits to Corps facilities annually. The Corps also manages a national "Aquatic Plant Control Program" and cooperates with other agencies for interests in navigation, flood control, drainage, agriculture, fish and wildlife conservation and public health.

B.A.S.S. was organized initially to popularize and perpetuate the sport of bass fishing. It has now evolved into a major advocate in support of sportfish populations and their habitats, for the present and future use and enjoyment of the American people. Considerable and increasing energy from its more than 600,000 members is directed toward protection, perpetuation, and wise use of the nation's aquatic environments. B.A.S.S. interacts with and actively supports state and federal resource, land management and conservation agencies and conducts programs for young people to foster and encourage ethical angling and conservation principles.

Through this Memorandum Of Understanding, the Corps and B.A.S.S. desire to cooperate, participate and provide assistance, labor, and/or funds, or to have assistance provided through contracts or agreements for the primary purpose of maintaining or improving the productivity of sportfishery resources on Corps lands and waterways. It is the desire of both parties to cooperate fully with each other and with appropriate resource agencies in matters relating to the planning, management and protection of sportfishing habitat and populations through research, development, construction, and maintenance activities at Corps facilities, consistent with other fishery goals.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. B.A.S.S. Shall

- A. meet with representatives of the Corps when appropriate to discuss and agree on specific guidelines for project proposals to further the purpose and intent of this agreement.
- B. provide assistance, funds and/or public support for the implementation of agreed upon projects or research efforts.
- C. when desirable, enter into specific collection or donation agreements, assistance agreements, or contracts with the Corps to accomplish the agreed upon work or research projects which will be reflected in a written supplement to this agreement, executed by both parties.

V. The Corps Shall

- A. in furtherance of specific projects agreed upon in supplements to this agreement, foster communications and understanding between the Corps and B.A.S.S. 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. provide guidance for the planning, implementation, and monitoring of project or research work undertaken pursuant to supplements to this agreement.

- C. consider specific agreements, including assistance, collection, and donation agreements or contracts with B.A.S.S. or other parties to accomplish agreed-upon work projects, which are supplemental to this agreement.

VI. It is Mutually Agreed And Understood By And Between The Said Parties That:

- A. any project requiring a payment of funds by B.A.S.S. or the Corps shall be documented and signed by a designated responsible official of the Corps and the authorized B.A.S.S. representative.
- B. each project using B.A.S.S. personnel shall be documented and signed by a designated responsible official of the Corps and the authorized B.A.S.S. representative using an appropriate agreement.
- C. all improvements placed on Corps lands pursuant to a supplement to this agreement shall become the property of the Corps and shall be subject to the same regulation and administration by the Corps as all other improvements of a similar nature.
- D. this agreement in no way grants B.A.S.S or any of its members any preferential treatment, exclusive use rights, or privileges on Corps lands above those accorded the general public. However, B.A.S.S., at its expense, coordinated with the Corps may publicize its joint involvement and participation in these projects, including authorized placement of approved signs or plaques recognizing the projects developed pursuant to this agreement.

- E. the Corps and B.A.S.S. will discuss how to jointly publicize this agreement.**
- F. any activities involving management of fish, their habitat, or related factors, will be done in consultation with appropriate state and federal resource agencies.**
- G. this agreement in no way restricts the Corps from accepting contributions and assistance or participating with other public and private agencies, organizations, and individuals for the improvement, development, administration, operation, and maintenance of warm-water sportfisheries resources.**
- H. nothing in this agreement shall be construed as obligating the Corps to expend, or as involving the Corps in any obligation for future payment of money or any liability in excess of that amount allocated for such purposes by written supplements to this agreement executed by authorized representatives of the Corps and B.A.S.S.**
- I. nothing in this agreement, or any supplement hereto, shall be construed as conflicting with Corps responsibilities under any applicable local, state or Federal law, or limiting its rights to take appropriate action pursuant to such laws or regulations thereunder.**
- J. this agreement may be revised as necessary, by mutual consent of both parties, by the execution of a written amendment signed and dated by an authorized representative of both parties.**
- K. either party may terminate this agreement by providing 60 days written notice to the**

other. Unless terminated by written notice, this agreement will remain in force indefinitely.

- L. this agreement shall be reviewed by both parties on the fifth anniversary of its execution, as to the effectiveness, need for modification or termination.

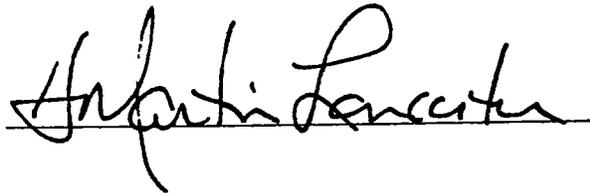
IV. Effective Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date hereinafter designated.



Helen Sevier
Chairman and CEO
B.A.S.S., Inc.

June 5, 1996



H. Martin Lancaster
Assistant Secretary of the Army
Civil Works

June 5, 1996