REGIONAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATURE CONSERVANCY
THROUGH ITS VIRGINIA, MARYLAND, DELAWARE, NEW JERSEY, PENNSYLVANIA,
NEW YORK, CONNECTICUT, RHODE ISLAND, VERMONT, NEW HAMPSHIRE,
MASSACHUSETTS, AND MAINE CHAPTERS
AND THE
UNITED STATES ARMY CORPS OF ENGINEERS
NORTH ATLANTIC DIVISION
NEW ENGLAND, NEW YORK, PHILADELPHIA, BALTIMORE, AND
NORFOLK DISTRICTS

I. INTRODUCTION. The U.S. Army Corps of Engineers and The Nature Conservancy
executed a national Memorandum of Understanding (National MOU) on December 14, 2000, to
facilitate effective and efficient management of important biological resources within the context
of the Corps’ civil works and regulatory missions, and to meet the MOU’s stated objectives.

This Regional Memorandum of Understanding (Regional MOU) is entered between the
U.S. Army Engineer Division, North Atlantic (NAD) along with its New England, New York,
Philadelphia, Baltimore, and Norfolk Districts, represented by their respective District
Commanders (hereinafter, NAD Districts), and The Nature Conservancy, acting through its
Eastern United States Conservation Region (hereinafter the Conservancy) for the purposes of
facilitating regional interests and objectives within each parties’ area of responsibility and
interest. This Regional MOU incorporates, and is subject to, all of the conditions and terms of
the National MOU. In case of a conflict between this Regional MOU and the National MOU,
the National MOU provisions shall prevail. The geographic scope of this Regional MOU shall
be the USACE official divisional boundary for the NAD and the corresponding area of
responsibility for the NAD districts.

II. PURPOSE. The parties seek to facilitate effective and efficient management of important
natural resources within the context of each of the NAD District’s civil works missions, and the
mission of the Conservancy, to the extent authorized by law and by USACE and Conservancy
policies. The following objectives are agreed upon within the geographic scope of this Regional
MOU:

A. Seek to protect, restore and conserve key functions and attributes of stream/river channel,
floodplain, marine and estuarine habitats in a manner that meets human needs and
protects the natural biological communities and native diversity of these ecosystems.

B. Seek prudent and effective management of water resources in a manner that meets human
needs and protects key functions and attributes of coastal-estuarine and marine
ecosystems and stream/river, riparian and floodplain ecosystems and their native
biological diversity.
C. Seek new and innovative techniques and strategies for managing water resources and for
restoring channels, stream banks, floodplains and coastal-estuarine and marine habitats.
As appropriate, encourage and support projects that assess, demonstrate and measure
these techniques and strategies and their potential to contribute to meeting the goal for
achieving a sustainable ecosystem.

III. RESPONSIBILITIES. The parties, to the extent authorized by law and by USACE and
Conservancy policies and within existing legal authorities, agree as follows:

A. The NAD Districts will consider environmental sustainability concepts suggested by the
Conservancy for incorporation into the conceptualization, evaluation, planning,
construction, and operation of NAD District projects within the geographic scope of this
Regional MOU.

B. The Conservancy shall, as appropriate and subject to its internal policy regarding
confidential information, contribute pertinent scientific and conservation planning
information to NAD Districts for their projects that are within the geographic scope of
this Regional MOU.

C. The NAD Districts and the Conservancy shall share information and expertise in
exploring potential restoration and water-management projects to ensure that these
projects, as appropriate, are designed using the best and most current knowledge and
technology, take advantage of innovative and new approaches, include well-designed
adaptive management plans, and advance the state-of-the-art for engineering projects
that are ecologically sustainable in a multi-use arena. This may include, where authority
and funding are available, jointly undertaking demonstration projects and identifying
and pursuing policies and programs needed to implement any such projects. The parties
shall jointly establish procedures to facilitate these goals and maximize coordination.

D. The NAD Districts and the Conservancy will work together to monitor and assess the
success of any joint projects, and to disseminate lessons learned to interested parties to
benefit restoration and water management projects throughout the region.

E. The NAD Districts and the Conservancy will work together to encourage and facilitate
the broader use of habitat restoration and water level management tools and techniques
that have proven successful. This may include identifying and recommending policies
and programs needed to implement such techniques on a larger scale.

F. The Conservancy and the NAD Districts will, as appropriate and subject to staff and
funding availability, participate in related agency structured environmental forums and
organizations upon request when doing so may advance environmental goals and
objectives common to both agencies.

G. The parties to this Regional MOU recognize that the NAD District projects must operate
in accordance with authorized project purposes and funding limitations. All actions
taken by the NAD Districts in accordance with this Regional MOU are subject to the
availability of funds, and nothing in this Regional MOU shall be interpreted as
constituting a violation of the Anti-Deficiency Act.
H. This Regional MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the Regional 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 Regional MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to the Conservancy of any contract or other agreement.

I. Nothing in this Regional MOU prohibits the parties from soliciting or receiving advice and assistance in the objectives set forth above from other governmental entities, private groups or individuals.

J. The NAD Districts, while receptive to the provision of suggestions, concepts, and scientific and conservation planning information from the Conservancy and all other public entities, remain responsible for all decisions involving the planning and implementation of projects as authorized by law and for which funds are available.

K. This MOU creates no legal obligations or rights, nor does it create any private right of action in favor of any person.

IV. IMPLEMENTATION.

A. This Regional MOU becomes effective when signed by all signatory parties and remains in effect until modified or terminated by the NAD or the Conservancy. This Regional MOU may be modified or amended at any time by mutual agreement of NAD and the Conservancy in writing, and may be terminated by either party upon sixty (60) days prior written notice. Modifications to the National MOU will also be considered to have modified this Regional MOU.

B. NAD and the Conservancy intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this Regional MOU are determined to be inconsistent with existing laws, regulations or directives, specifically Department of the Army permits under Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act or Section 103 of the Ocean Dumping Act, governing the signatories, (including, without limitation, the Federal Advisory Committee Act 5 U.S.C. Appendix II) then such laws, regulations or directives shall control. The provisions of this Regional MOU not affected by a finding of inconsistency shall remain in full force and effect.

V. COUNTERPARTS. This Regional MOU may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
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NEW ENGLAND, NEW YORK, PHILADELPHIA, BALTIMORE, AND
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Signatures redacted

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3 Nov 2005
Date

3 Nov 05
Date

3 Nov 05
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3 Nov 05
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District Engineer
Baltimore District

Date 3 Nov 05

Yvonne Prettyman-Beck
Colonel, U.S. Army
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Date 3 Nov 05
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8 Nov 2005

Date

7 Nov 2005

Date

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