

MEMORANDUM OF UNDERSTANDING

Among

U.S. DEPARTMENT OF THE INTERIOR
U.S. Fish and Wildlife Service
Bureau of Land Management

U.S. DEPARTMENT OF AGRICULTURE
U.S. Forest Service

and

The Association of Fish and Wildlife Agencies
The American Sportfishing Association
The National Marine Manufacturers Association
The Recreational Boating and Fishing Foundation

This Memorandum of Understanding (MOU) is entered into by:

1. The United States Fish and Wildlife Service (USFWS), the Bureau of Land Management (BLM) and the United States Forest Service (USFS), hereinafter referred to collectively as the "Agencies"; and
2. The Association of Fish and Wildlife Agencies (AFWA), the American Sportfishing Association (ASA), the National Marine Manufacturers Association (NMMA) and the Recreational Boating and Fishing Foundation (RBFF), hereinafter referred to as the "Private Organizations".

I. AUTHORITIES

This agreement is entered into under the following authorities:

USFWS

The Sportfishing and Boating Safety Act of 1998 (the Act), Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*

BLM

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*)

II. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation among the participating parties (Parties) at the national, regional, and local levels for planning and implementing mutually beneficial projects and activities to promote recreational fishing and boating conducted on publicly owned lands and related waters and other publicly accessible bodies of water. These activities and projects will complement the respective missions of the Parties and serve the mutual interests of the Parties and the public.

III. OBJECTIVE

The objective of this MOU is to promote angler recruitment, retention and reactivation (R3) activities with the stated goal of reaching 60 million annual recreational fishing participants in the United States by the end of the next 60 months (60 in 60), as reported by the 2021 Special Report on Fishing that will be published by RBFF and the Outdoor Foundation in 2022. The outcomes of this effort may include increased volunteerism on publicly owned lands, improved quality of aquatic and riparian resources, improved recreational fishing experiences, and increased educational programs for recreational fishing and fisheries.

IV. THE PARTIES

The Agencies

1. The Agencies are responsible for the management of publicly owned lands and related waters and enhancing the public's knowledge, awareness, responsible use, experience, and appreciation of those natural resources. The Agencies also strive to sustain the health, abundance, and sustainability of natural resources.
2. The USFWS authorizes public uses that are appropriate and determined to be compatible with the mission of the National Wildlife Refuge System (NWRS) and the primary purposes of the individual refuge. Recreational uses, including boating and fishing, are important general public uses of the NWRS. USFWS also supports and encourages boating and fishing and actively participates in promotion of these activities on publicly owned lands and related waters it administers.
3. The primary mission of the USFS and BLM is multiple-use and sustained-yield management of the lands and related waters they administer. Under the multiple-use and sustained-yield mandates of the USFS and BLM, boating and fishing are important uses of many of those lands, except where specifically prohibited for safety or other reasons.

The Private Organizations

1. AFWA is an association of the National and State/province/commonwealth level agencies of North America who have management and protection responsibility for fish and wildlife resources in their respective jurisdictions. Its mission is conservation, protection, and management of wildlife and related natural resources.

2. ASA is a nonprofit trade association whose members include fishing tackle manufacturers, boat builders, state fish and wildlife agencies, angler organizations, sportfishing retailers, and the outdoor media. For over 78 years, ASA and its predecessor organizations have promoted the conservation of fishery resources and environmental measures that improve the aquatic environment, in order to ensure the enjoyment of healthy fisheries by America's anglers.
3. NMMA is the nation's leading trade association representing boat, marine engine and accessory manufacturers. NMMA members manufacture an estimated 80% of marine products used in North America.
4. RBFF is a nonprofit organization whose mission is to increase participation in recreational angling and boating and thereby increase public awareness and appreciation of the need for protecting, conserving and restoring this nation's aquatic natural resources. RBFF has identified a goal of reaching 60 million annual recreational fishing participants in the United States by the end of the next 60 months (60 in 60).

V. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

1. The Parties have common interests, including providing public access to publicly owned lands and related waters and enhancing opportunities on publicly owned lands and related waters to fish and boat in a safe and environmentally sound manner and promoting public safety and aquatic conservation education.
2. It is in the Parties' interest to maintain good communications and to disseminate information on the availability of locations on federal lands where boating and fishing activities can be conducted in a safe and environmentally sound manner.
3. The Private Organizations desire to encourage participation in boating and fishing activities on publicly owned lands and related waters by providing assistance to the Agencies in connection with access to publicly owned lands and related waters and in the location, construction, and improvement of access facilities on publicly owned lands and related waters.

In consideration of the above premises, the parties agree as follows:

VI. THE AGENCIES AGREE TO:

1. Identify a contact for each Agency to serve as a liaison between the Private Organizations and that Agency for collection and dissemination of information regarding issues related to boating and fishing activities on publicly owned lands and related waters under that Agency's jurisdiction. Each Agency liaison will:
 - a. Work with the Private Organizations to facilitate appropriate collaborative and compatible opportunities, including but not limited to access and safety improvement projects, habitat enhancement, administrative studies and educational programs.
 - b. Strive to facilitate understanding and communication among the Agencies, the Private Organizations, boating and fishing enthusiasts, and the public.

- c. Assist in addressing national issues and facilitate cooperative relationships between local Agency contacts and the Private Organizations to promote boating and fishing on publicly owned lands and related waters.
 - d. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU.
2. Share information about this MOU with local Agency officials, and encourage collaboration with the Private Organizations in the development of mutually beneficial projects and educational activities.
3. Where appropriate and feasible, assist in the development of and make available to the public the Private Organizations' and/or joint Agency-Private Organizations' interpretive and educational materials regarding boating and fishing including information regarding water safety/visitor safety, responsible use of the publicly owned lands, including Leave No Trace, Tread Lightly, and preventing the spread of aquatic invasive species.
4. Assist in the identification of areas where awareness and access are perceived to be inadequate for boating and fishing opportunities, consider potential solutions to improve awareness of and access to those areas or alternative areas, and work with the Private Organizations to improve awareness of and access to those areas where appropriate.
5. Support development of web-based technology to provide maps and other access and transportation information used by boaters and anglers. Advise the Private Organizations about the type of tabular and spatial data that must be collected and maintained to provide this web-based information. Explore cooperative projects to address these needs with the Private Organizations.

VII. THE PRIVATE ORGANIZATIONS AGREE TO:

1. Identify a contact for the Private Organizations to serve as a liaison between the Private Organizations and the Agencies for collection and dissemination of information regarding issues related to boating and fishing opportunities on publicly owned lands and related waters. The Private Organization liaison will:
 - a. Work with the Agency liaisons to facilitate appropriate collaborative opportunities, including but not limited to access and safety improvement projects, habitat enhancement, administrative studies, and educational programs such as Tread Lightly, and Leave No Trace.
 - b. Strive to facilitate understanding and communication among the Private Organizations, the Agencies, boating and fishing enthusiasts, and the public.
 - c. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU.
2. Make available to the Agencies interpretive and educational materials regarding boating and fishing including information regarding water safety/visitor safety, responsible use of the publicly owned lands, including Leave No Trace, Tread Lightly, and preventing the spread of aquatic invasive species.
3. Provide leadership, services, and materials at the national, regional, and local levels to promote responsible boating and fishing activities on publicly owned lands and related waters.

4. Participate in Agency efforts to identify suitable areas for boating and fishing activities on publicly owned lands and related waters and areas where access for those activities is inadequate on publicly owned lands and related waters.
5. Notify boaters and anglers about volunteer opportunities for maintenance projects to improve boating and fishing access routes, sites, safety, and facilities or to improve habitat on publicly owned lands and related waters.
6. Work with the Agencies at the local level to identify the need for improvement and maintenance of facilities for boating and fishing activities on publicly owned lands and related waters. On an ongoing basis, notify the Agencies of available technology and technical assistance in connection with:
 - a. Managing boating and fishing activities on publicly owned lands and related waters.
 - b. Assisting or providing Agencies with public land use statistics.
 - c. Collecting and maintaining tabular and spatial data necessary to provide web-based maps and other information concerning access to publicly owned lands and related waters.
7. Promote compliance with outdoor ethics and programs (such as the Clean, Drain, Dry; Leave No Trace, Tread Lightly!, and Nature Watch Programs) and laws, regulations, and Agency policies related to use of publicly owned lands and related waters for boating and fishing activities by sharing information on these outdoor ethics programs and legal requirements with boaters and anglers.
8. Assist in providing public messaging on the role and value of the Agencies' fisheries and recreation programs related to fishing and boating activities.

VIII. IT IS MUTUALLY AGREED BY THE AGENCIES AND PRIVATE ORGANIZATIONS THAT:

1. The Parties will manage their own activities and utilize their own resources, including the expenditure of their own funds, in coordination with the other Parties, in pursuing the objectives of this MOU.
2. The Parties must be cognizant of the demands of all segments of the public for opportunities to use and enjoy publicly owned lands and related waters, and in particular of the expansion of urban and suburban development in some areas that may affect opportunities for boating and fishing activities.
3. The Parties recognize that providing and maintaining access to and enjoyment of publicly owned lands and related waters for anglers and boaters is of paramount importance to the Parties and will likely become increasingly important to them.
4. Any action to be taken by the Agencies under this MOU is subject to available funding.
5. In implementing this MOU, each Agency will be operating under its own laws, regulations, and policies, such as the development or implementation of the National Environmental Policy Act, Resource Management Plans, Environmental Stewardship Plans and Safety Plans, subject to the availability of appropriated funds.
6. Nothing in this MOU may be construed to obligate the Agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Department or the United States to spend funds on any particular project or purpose, even if funds are available.

7. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.
8. This MOU in no way restricts the Agencies or the Private Organizations from participating in similar activities with other public or private agencies, organizations and individuals.
9. This MOU does not create any substantive or procedural right that is enforceable by law or equity against the United States or its officers, agents, or employees.
10. Nothing in this MOU implies that the Agencies endorse any service or policy of the Private Organizations. The Private Organizations will not take any action or make any statement that implies such an endorsement. Nothing in the MOU by direct reference or implications conveys the Private Organizations' endorsement of the Agencies' products or activities.
11. Pursuant to 41 U.S.C. 22 no member of or delegate to Congress may benefit from this MOU either directly or indirectly.
12. Any information furnished to the Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
13. Other federal agencies and private entities may be added to this MOU with the written concurrence of all the Parties.
14. USE OF FEDERAL AGENCIES INSIGNIA. In order for the Parties to use the federal agencies insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the federal agencies. A written request must be submitted and approval granted in writing by the federal agencies prior to use of the insignia.
15. AMENDMENTS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
16. DEBARMENT AND SUSPENSION. The Parties shall immediately inform the Agencies if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR 200. Additionally, should the Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Agencies without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
17. NON-LIABILITY. The Agencies do not assume liability for any third party claims for damages arising out of this instrument.
18. TERMINATION. Any of the parties, upon 60 days' written notice, may terminate this MOU in whole, or in part, at any time before the date of expiration.
19. EXPIRATION DATE. This MOU takes effect on the date it is fully executed and will expire five years from its effective date.
20. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IX. PRINCIPAL CONTACTS

The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties.

David Hoskins, Assistant Director Fish and Aquatic Conservation
U.S. Fish and Wildlife Service
1849 C. Street NW, Room 3331
Washington, DC 20240

Stephanie Carman, Fisheries and Aquatic Resources Program Lead
Bureau of Land Management
20 M Street, SE
Washington, DC 20003

Dan Shively, National Fisheries Program Manager
U.S. Forest Service, Washington Office
201 14th Street SW, Suite 3SC
Washington, DC 20250

Ron Regan, Executive Director
Association of Fish and Wildlife Agencies
444 N. Capitol Street, NW
Washington, DC 20001

Mike Nussman, President & CEO
American Sportfishing Association
1001 N. Fairfax Street, Suite 501
Alexandria, Virginia 22314

Thom Dammrich, President
National Marine Manufacturers Association
231 S. LaSalle Street, Suite 2050
Chicago, Illinois 60604

Frank Peterson, President & CEO
Recreational Boating and Fishing Foundation
500 Montgomery, Suite 300
Alexandria, Virginia 22314

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below.

Acting



Director, U.S. Fish and Wildlife Service

7/2/2017
Date



Director, Bureau of Land Management

8/28/2017
Date



Chief, U.S. Forest Service

09/08/2017
Date



Ron Regan, Executive Director, Association of Fish and Wildlife Agencies

7/31/2017
Date



Mike Nussman, President, American Sportfishing Association

9/25/17
Date

Thomas Dammrich, President, National Marine Manufacturers Association

Date

Jeff Marble, Chair, Recreational Boating & Fishing Foundation

Date

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below.

Acting



Director, U.S. Fish and Wildlife Service
7/2/2017
Date



Director, Bureau of Land Management
8/28/2017
Date

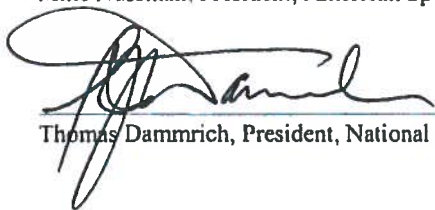


Chief, U.S. Forest Service
09/08/2017
Date



Ron Regan, Executive Director, Association of Fish and Wildlife Agencies
7/31/2017
Date

Mike Nussman, President, American Sportfishing Association
Date



Thomas Dammrich, President, National Marine Manufacturers Association
9/25/2017
Date

Jeff Marble, Chair, Recreational Boating & Fishing Foundation
Date

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below.

Acting



Director, U.S. Fish and Wildlife Service

7/2/2017
Date



Director, Bureau of Land Management

8/28/2017
Date



Chief, U.S. Forest Service

09/08/2017
Date



Ron Regan, Executive Director, Association of Fish and Wildlife Agencies

7/31/2017
Date

Mike Nussman, President, American Sportfishing Association

Date

Thomas Dammrich, President, National Marine Manufacturers Association

Date



Jeff Marble, Chair, Recreational Boating & Fishing Foundation

09/25/2017
Date