



**Memorandum of Understanding
Between
The Department of Defense
and
The Department of the Interior
for the
Recovery and Sustainment Partnership Initiative**

I. Purpose

This is a Memorandum of Understanding (MOU) between the United States Department of Defense (DoD) and the United States Department of the Interior (DOI) (collectively, the “Parties”). The purpose of this MOU is to renew a mutually beneficial partnership among the Parties to advance the recovery of threatened and endangered species and preclude the need to list additional species under the Endangered Species Act (ESA), while providing for increased flexibility for DoD’s military mission. The Recovery and Sustainment Partnership (RASP) Initiative encourages proactive, innovative, and collaborative approaches among the Parties to enhance ESA implementation and achieve the Parties’ goals and missions.

II. Background

The DoD manages over 500 species listed as either threatened or endangered under the ESA. The DoD also manages hundreds more “species at-risk” that may warrant Federal protection in the future. The DoD is committed to the conservation of ecosystems on which these species depend, and the provision of conditions compatible to conducting military training, testing, and operational missions. DoD’s conservation efforts both within the boundaries of military installations and ranges and State-owned National Guard installations within the broader ecosystems and watersheds in which they are located support its goals of “no net loss” of mission capabilities; resilience of built and natural infrastructure; commitment to the charge set forth in section 7(a)(1) of the ESA; and stewardship of the natural environment. Integrated Natural Resource Management Plans provide one of the mechanisms to achieve these goals by conserving ecosystems and species, protecting training and testing environments, and preserving natural landscapes necessary for mission requirements. Over the past 50 years of balancing military mission needs with the conservation of threatened and endangered species, the Parties, working in coordination and partnership with numerous other Federal, State, and private partners, have achieved major conservation successes both on military installations and State-owned National Guard installations and within the broader ecosystems and watersheds in which they are located. However, in certain circumstances, species habitats have been adversely impacted or military missions have grown to the point where access to military ranges and training areas or the realism or effectiveness of testing or training activities are at risk.

The National Defense Strategy (NDS) identifies a goal of building enduring advantages for DoD's military capability. Sustaining resilient and adaptable military installations, ranges, and training and testing areas enables the DoD to ensure military readiness in a diversity of environmental conditions and in the face of a changing climate. To train and test as it fights, DoD requires continued access to and enhanced resilience of its lands, waters, and airspace. By conserving natural resources both on its installations and in broader landscapes and watersheds, protecting training and testing environments, and preserving infrastructure necessary for mission requirements, DoD ensures the continued readiness and resilience of our Service Members and safeguards national security. The NDS' focus aligns with DoD's commitment to simultaneously work to sustain our Nation's natural resources and heritage, as protecting military environments and the species and habitats that reside there and in broader ecosystems and watersheds supports DoD's mission.

The DOI protects and manages the Nation's natural resources. As a Bureau under the DOI, the U.S. Fish and Wildlife Service's (USFWS) primary responsibility is to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. USFWS works to restore and protect healthy populations of fish, wildlife, and plants and the environments upon which they depend with diverse partners across all ownerships. USFWS develops and maintains conservation programs for threatened and endangered species to improve their status to the point that ESA protection is no longer necessary for survival as well as programs to proactively conserve at-risk species before they require the protections of the ESA.

Although the missions of DoD and DOI differ, our partnership shares similar goals of collaborative conservation and strengthening and enhancing of the valuable ecosystems and species found on DoD's lands and waters. In this spirit, the Parties support the continued partnership and collaboration under the RASP to build on and broaden the numerous successes and innovations achieved to date in enhancing species conservation and recovery while sustaining military readiness.

III. Authority

This MOU is renewed under the authority of the ESA, 16 U.S.C. 1531 et seq., the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., the Sikes Act, 16 U.S.C 670 et seq., and other applicable statutory authority.

IV. Goals

The Initiative will seek to develop innovative regulatory approaches and tools for achieving the intent of the ESA in a manner consistent with both the USFWS and military mission needs and objectives; develop collaborative conservation initiatives to enhance species conservation, advance species recovery, and preclude the need to list additional species; recognize and respond to the current and projected impacts of climate change on ecosystems and watersheds and on species within those ecosystems and watersheds; and recognize successes in support of conservation goals and targets.

V. Establishment of a RASP Leadership Committee

The Parties agree that leadership and coordination is necessary to achieve the goals of the RASP. Therefore, a RASP Leadership Committee will be comprised of headquarters and senior

leadership officials from both Parties. The committee will meet periodically, but at least on an annual basis, to review the progress made under this MOU, assess the current goals and objectives, and consider or develop additional short- and long-term goals, objectives, and strategies for future implementation.

VI. Continued Federal Coordination through the RASP Coordinating Committee

The Parties will continue to maintain a RASP Coordinating Committee to facilitate MOU implementation and regular interaction among the Parties. The committee shall be comprised, at a minimum, of officials representing each of the Parties listed in this MOU.

The objectives of the RASP Coordinating Committee are to do the following:

- Engage in collaborative conservation initiatives to advance species recovery, preclude the need to list “at-risk species”, and achieve the intent of the ESA in a manner consistent with military mission needs.
- Develop innovative regulatory approaches and tools that provide greater mission flexibility and streamline consultation processes while achieving conservation outcomes for listed and “at risk” species including in the context of the impacts of a changing climate on species and their habitats.
- Identify and review mission priority species with significant mission impacts, risks, and costs to DoD.
- Assess which of those priority species could achieve progress towards recovery and improved status through focused collaboration.
- Develop species action plans and strategies that identify priority actions, information needs, and timelines for implementation that lead to improved conservation outcomes for species, regulatory relief for DoD, and/or potential status change.
- Identify and communicate DoD mission benefits and species conservation needs between the Parties to achieve the goals under the RASP.
- Coordinate resources, expertise, research, and activities towards supporting the goals of the RASP and engage additional Federal, State, academic, and private partners.
- Develop national policy options to facilitate adoption and implementation of innovative initiatives, approaches, and tools.
- Identify and promote landscape- or ecosystem-level approaches, including within designated Sentinel Landscapes, that benefit multiple species and habitats.
- Seek and implement proactive and collaborative opportunities for threatened and endangered species and their habitats under ESA Section 7(a)(1) to advance species recovery, reduce regulatory impacts, streamline the ESA Section 7(a)(2) process, and provide benefits to other species within the same habitats.
- Periodically review actions under the RASP to ensure goals and outcomes are being achieved.

VII. Commencement and Termination

This MOU shall take effect beginning on the date the last Party signs and will remain in effect for 10 years or until superseded or terminated by mutual agreement of all the Parties. This MOU may be modified by a written amendment signed and dated by both Parties. Either Party may withdraw from this MOU at any time by providing a 60-day written notice informing the other Party of the reason for the proposed termination. In the event of such notice, the Parties will intend to meet and attempt to resolve their differences, if any. This MOU will be evaluated on a five-year cycle, or earlier if both Parties mutually agree, to ensure the goals and objectives and actions undertaken continue to advance the purpose for which this MOU was established.

During the MOU evaluation, both Parties will identify outdated and unnecessary information. The Parties will exchange recommended changes and work cooperatively to revise the MOU and obtain new agency signatures. Modifications to the MOU shall be made in writing by mutual consent of the Parties. A modification shall be signed and dated by all Parties and incorporated into a revised MOU, prior to any changes being implemented. Upon signature of a revised MOU, the prior MOU will no longer be valid.

VIII. Responsibilities of the Parties

The Parties shall manage their own activities and use their own resources, including the expenditure of their own funds, in pursuing the goals and objectives of this MOU.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or its employees.

IX. Principal Contacts

The principal contacts for this MOU are:

Department of Defense: Ryan Orndorff
Director - Environmental Planning and Conservation
Office of the Deputy Assistant Secretary of Defense (Environment and Energy Resilience)

Department of the Interior: Gary Frazer
Assistant Director - Ecological Services
U.S. Fish and Wildlife Service

The Coordinating Committee members for this MOU are:

Department of Defense:	Margaret Carlson Office of General Counsel
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U.S. Air Force:	<p>Rebecca Meyer</p> <p>Department of the Air Force Support</p> <p>Office of the Deputy Assistant Secretary of the Air Force (Installations, Energy & Environment) (SAF/IEE) and Headquarters Air Force Civil Engineering DCS/Logistics, Engineering and Force Protection (AF/A4CAE)</p>
U.S. Space Force	<p>Rebecca Meyer</p> <p>Department of the Air Force Support</p> <p>Office of the Deputy Assistant Secretary of the Air Force (Installations, Energy & Environment) (SAF/IEE) and Headquarters Air Force Civil Engineering DCS/Logistics, Engineering and Force Protection (AF/A4CAE)</p>
U.S. Army:	<p>Lorri Schwartz</p> <p>Office of the Assistant Secretary of the Army for Installations, Energy and Environment (ASA/IE&E) / Office of the Deputy Assistant Secretary of the Army for Environment, Safety and Occupational Health (ODASA(ESOH))</p>
U.S. Marine Corps:	<p>Jacqueline Rice</p> <p>Headquarters, U.S. Marine Corps (Installations & Logistics LF/Marine Corps Installations Command GF-EV)</p>
U.S. Navy:	<p>Jennifer Podbesek</p> <p>Office of the Chief of Naval Operations, N4I1 Infrastructure, Posture, and Environmental Planning</p>
Defense Logistics Agency:	<p>Donald Martin</p> <p>Chief, Compliance Division, Installation Management Environmental Management</p>
U.S. Fish and Wildlife Service:	<p>Elizabeth Maclin</p> <p>Chief, Division of Restoration and Recovery</p>

	Bradley Shoemaker Chief, Branch of Recovery and Conservation Planning
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X. Non-Fund Obligating Document

This MOU is a voluntary agreement that expresses the good-faith intentions of the parties; is not intended to be legally binding, does not create any contractual or fiscal obligations, and is not enforceable by any party. It does not create any right or benefit, substantive or procedural, enforceable by law or equity, by any party, against the parties to this MOU, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the parties to this MOU. All commitments made by the parties to this MOU are subject to the availability of appropriated funds and budget priorities within each party to this MOU. Nothing in this MOU obligates the parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations. Any transaction involving transfers of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

XI. Authorizing Signatures and Dates

OWENS.BR Digitally signed by
 OWENS.BRENDAN.M.
ENDAN.M.10 1030451844
30451844 Date: 2023.12.18
 17:44:33 -05'00'

Brendan Owens Date
 Assistant Secretary of Defense
 (Energy, Installations, and Environment)
 Department of Defense

Shannon Estenoz Date
 Assistant Secretary for Fish and Wildlife and Parks
 Department of the Interior