



**US Army Corps  
of Engineers®**  
Mississippi Valley Division

REGIONAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL AUDUBON SOCIETY  
MISSISSIPPI RIVER PROGRAM OFFICE  
AND THE  
UNITED STATES ARMY CORPS OF ENGINEERS  
MISSISSIPPI VALLEY DIVISION  
THROUGH ITS ST. PAUL, ROCK ISLAND, ST. LOUIS, MEMPHIS,  
VICKSBURG, AND NEW ORLEANS DISTRICTS

1. **INTRODUCTION.** The U.S. Army Corps of Engineers and the National Audubon Society, Inc., executed a national Memorandum of Understanding (National MOU) on 20 March 2006 to provide a foundation for collaboration related to protection, restoration, and management of natural resources of mutual interest and within the authorities and policies governing Corps civil works missions and in accordance with applicable laws and regulation.

This Regional Memorandum of Understanding (Regional MOU) is entered between the Mississippi Valley Division of the U.S. Army Corps of Engineers (MVD) through the St. Paul, Rock Island, St. Louis, Memphis, Vicksburg, and New Orleans Districts (hereinafter, MVD Districts), represented by the Division Commander, and the National Audubon Society, acting through its Mississippi River Program Office (hereinafter Audubon) for the purposes of facilitating regional interests and objectives within each party's 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 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 geographic boundaries of MVD.

2. **PURPOSE.** This MOU is neither a fiscal nor a funds obligation document. The purpose of this Regional MOU is to facilitate effective and efficient management of important natural resources within the context of each MVD District's civil works mission and the mission of Audubon. Activities carried out pursuant to this Regional MOU are expected to contribute to fulfilling natural resources stewardship objectives and protecting and restoring habitats and



ecosystems of value to birds, fish, and other wildlife within the context of the Corps' civil works missions and in accordance with applicable laws, regulations, Army policies, and the following objectives, of which 2.a. through 2.f. are re-introduced from the National MOU:

a. Promote non-structural flood protection and other measures to restore and/or maintain natural ecosystem functions at sustainable levels;

b. Encourage water management measures that benefit migratory and resident native birds, other wildlife, plants, and natural communities while meeting human needs and fulfilling Congressional authorizations;

c. Foster wetland protection and restoration projects that improve bird, fish, and other wildlife habitat while meeting human needs;

d. Foster demonstration projects to test promising innovative water management strategies while monitoring and documenting their efficacy in meeting multiple objectives;

e. Promote the gathering and sharing of scientific data and research by either entity as related to projects of mutual interest and concern;

f. Cooperate in public information and education efforts about our region's natural resources and their benefits for humanity and the Earth's biological diversity.

g. Identify opportunities for cooperative conservation activities and interpretive outreach (e.g. projects, programs, conferences, etc.) throughout MVD.

h. Conserve, stabilize, restore, and manage for natural functions and attributes of ecosystems, including wetlands, floodplains, streams, river channels, river banks, lakes, and ponds in a sustainable manner that meets human needs and protects associated native biological diversity.

i. Consult when appropriate on the application of new and innovative techniques and strategies for managing water resources and for restoring channels, streambanks, ponds, coastal wetlands, and floodplains. Assess, demonstrate, and measure these techniques and strategies and their potential to contribute to meeting the goals for achieving a sustainable ecosystem.



j. Consider Audubon conservation targets and locations of Conservation Action Sites and Important Bird Areas during Corps planning, environmental stewardship, and permitting analyses.

k. Facilitate cooperative conservation activities in accordance with Title II, Section 2003, of Public Law 110-114, Water Resources Development Act of 2007 (WRDA 07), entitled Written Agreement for Water Resources Projects, as related to the expanded definition of non-Federal interest to include non-government organizations.

**3. RESPONSIBILITIES.** The parties, to the extent authorized by law and consistent with Corps and Audubon policies and within existing legal authorities, agree as follows:

a. 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 Audubon of any contract or another agreement.

b. MVD Districts will consider environmental sustainability concepts recommended by Audubon for incorporation into the planning, evaluation, design, construction, and operation of MVD District projects within the geographic scope of this Regional MOU. MVD and its Districts retain responsibility for all decisions involving the planning, implementation, and operation of projects as authorized by law and for which funds are available.

c. Audubon shall, as appropriate and subject to its internal policy regarding confidential information, contribute pertinent scientific and conservation planning information to MVD Districts for their projects within the geographic scope of this Regional MOU. Such data and information may address Important Bird Areas, Conservation Action Sites, Audubon Watchlist species, and other species of conservation concern and include State of the Birds reports and other reports Audubon deems pertinent to the provisions of this agreement.

d. MVD Districts and Audubon shall, as appropriate, share information and expertise in exploring potential restoration and water-management projects to help ensure that



these projects 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 multi-use engineering projects that are ecologically sustainable. 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.

e. Audubon and MVD Districts 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.

f. MVD Districts and Audubon will work together to encourage and facilitate the broader use of restoration and water level management tools and techniques that have proven successful. This may include identifying and recommending policies and programs needed to implement them on a larger scale.

g. Audubon will, as appropriate and subject to staff availability, participate in advisory groups to MVD Districts, including such groups as the Navigation Environmental Coordinating Committee, River Resources Forum, River Resources Coordinating Team, River Resources Advisory Team, Lower Mississippi River Resource Assessment, and their respective committees and workgroups.

h. The parties of this Regional MOU recognize that MVD District projects must operate in accordance with authorized project purposes and funding limitations. All actions taken by MVD 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.

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 and private groups or individuals.

j. The following are points of contact (POCs) within each of the MVD Districts and Audubon Regional Offices for the purposes of this MOU.



MVD

St. Paul District Environmental & Economics Chief 651-290-5264  
Rock Island District Environmental Chief 309-794-5349  
St. Louis District Environmental Chief 314-331-8462  
Memphis District Environmental Chief 901-544-0707  
Vicksburg District Environmental & Economics Analysis Chief  
(Action District) 601-631-7156  
New Orleans District Environmental Chief 504-862-2778

Audubon

Mississippi River Program Office, Vicksburg, MS 601-661-6189  
Mississippi River Policy Director, Washington, D.C.  
202-683-4016

k. Role of Action District. As the designated Action District within MVD, the Vicksburg District will:

(1) Develop, implement, and manage Sections 4.b., 4.b.(1) and 4.b.(2) of this agreement.

(2) Serve as POC to facilitate data exchange between parties.

**4. IMPLEMENTATION.**

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

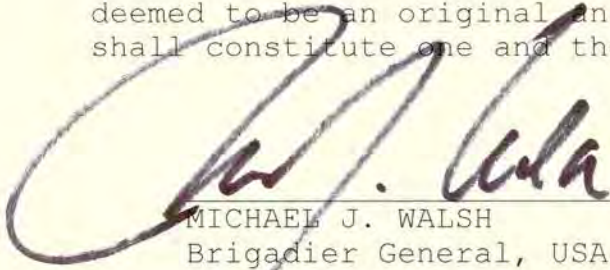
b. The parties of this Regional MOU or their designated representatives shall meet face-to-face annually to review the implementation of this MOU. To the extent practicable, this meeting may be held in conjunction with the annual MVD Environmental Team Leaders' Meeting or a similar regional venue.

(1) Audubon, MVD, and the Action District will conduct quarterly conference calls to maintain communication and provide a forum to discuss accomplishments and concerns.

(2) Audubon and MVD will cooperatively develop a program to define partnership success and progress to include development of benchmarks to measure success.

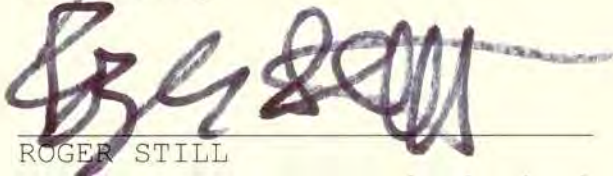
c. Audubon and MVD will conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this Regional MOU are determined to be inconsistent with existing laws, regulations, or directives governing the signatories, then the provisions of the Regional MOU not affected by a finding of inconsistency shall remain in full force and effect.

5. **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 document.



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MICHAEL J. WALSH  
Brigadier General, USA  
Commanding

April 1, 2009  
Date



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ROGER STILL  
Vice President, Mississippi River Program

April 1, 2009  
Date