

**REGIONAL MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
LOWER MISSISSIPPI RIVER CONSERVATION COMMITTEE  
AND THE  
UNITED STATES ARMY CORPS OF ENGINEERS  
MISSISSIPPI VALLEY DIVISION**

**I. INTRODUCTION.** This Regional Memorandum of Understanding (Regional MOU) seeks to provide a foundation for collaboration related to conservation, restoration and/or protection of the Lower Mississippi River and associated aquatic habitats within the authorities, policies and laws of the Lower Mississippi River Conservation Committee (LMRCC) and the Mississippi Valley Division of the U.S. Army Corps of Engineers (MVD) through the St. Louis, Memphis, Vicksburg, and New Orleans Districts, represented by their Division Commander (hereinafter, Lower MVD Districts), for the purpose of facilitating regional interests and objectives within each party's area of responsibility and interest. This Regional MOU recognizes that Mississippi River conservation includes habitat management based upon scientific integrity as well as meeting human needs for navigation, flood risk management, protection of cultural resources, ecosystem restoration and recreation. This Regional MOU incorporates and is subject to all of the conditions and terms of any subsequent National MOU to be developed. 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 Lower Mississippi River and its floodplains, from its confluence with the Ohio River to its delta including tributaries and distributaries that are located within MVD.

**II. PURPOSE.** The parties seek to facilitate effective and efficient conservation of important natural resources within the context of the four listed MVD District's civil works mission and the mission of LMRCC in a manner consistent with the laws and regulations governing MVD and LMRCC policies. The following objectives are agreed upon within the geographic scope of this Regional MOU:

- A. Seek prudent and effective conservation, protection, restoration and enhancement of the Lower Mississippi River and other water resources in a manner that meets human needs and protects key functions and attributes of said ecosystems and their native biological diversity.
- B. Conserve, stabilize and restore key functions and attributes of stream/river channels, river banks, floodplains and lakes and ponds, in a manner that meets human needs and protects associated ecosystems and their native biological diversity.
- C. Explore new and innovative techniques and strategies for conserving and protecting water resources and for enhancing and restoring channels, streambanks, ponds and floodplains as appropriate, encourage and support projects that assess, demonstrate, and measure these techniques and strategies and their potential to contribute to meeting the goals for achieving a sustainable ecosystem.

- D. Identify opportunities for cooperative conservation activities (e.g. projects, programs, conferences, etc) throughout the lower MVD.
- E. Facilitate cooperative conservation activities in accordance with Title II, Section 2003 and Section 2015, of Public Law 110-114, Water Resources Development Act of 2007 (WRDA07) entitled Written Agreement for Water Resources Projects and Cooperative Agreements as related to the expanded definition and terms of a non-federal interest to include non-government organizations.
- F. Seek as appropriate and applicable, innovative application of Title II, Section 2036, of Public law 110-114 (WRDA07) entitled Mitigation for Fish and Wildlife and Wetlands Losses with attention to monitoring, in-lieu fee and compensatory mitigation requirements.

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

- A. Lower MVD Districts will consider environmental sustainability concepts suggested by LMRCC for incorporation into the conceptualization, evaluation, planning, construction, and operation of MVD District projects within the geographic scope of this Regional MOU.
- B. LMRCC may, as appropriate and subject to its internal policy regarding confidential information, contribute upon request, pertinent scientific and conservation planning information to Lower MVD Districts for their projects within the geographic scope of this Regional MOU.
- C. Lower MVD Districts and LMRCC 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 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.
- D. Lower MVD Districts and LMRCC will seek opportunities to ensure appropriate mitigation of project impacts to include concepts such as mitigation banking, in-lieu fee and other compensatory mitigation concepts consistent with law and project requirements.
- E. LMRCC and Lower 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. Lower MVD Districts and LMRCC 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 broader scale.
- G. LMRCC will, as appropriate and subject to staff availability, participate in advisory groups to Lower MVD Districts and their respective committees and workgroups.
- H. The parties to this Regional MOU recognize that Lower MVD District projects must operate in accordance with authorized project purposes and funding limitations. All actions taken by Lower 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. 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 LMRCC of any contract or other agreement.
- J. 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.
- K. Lower MVD Districts, while receptive to the provision of suggestions, concepts, and scientific and conservation planning information from LMRCC and all other public entities, shall remain responsible for all decisions involving the planning and implementation of projects as authorized by law and for which funds are available.
- L. The following are Points of Contact (POC's) within each of the Lower MVD Districts and LMRCC for specific project planning and development purposes.

**MVD**

St. Louis District – Environmental Chief – 314-331-8462  
 Memphis District – Planning Chief – 901-544-0707 (Action District)  
 Vicksburg District – Environmental Chief – 601-631-7156  
 New Orleans District – Environmental Chief – 504-862-2778  
 MVDHQ – Regional Environmental Coordinator – 601-634-5854

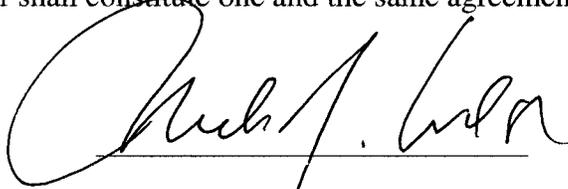
**LMRCC**

LMRCC Coordinator – 601-629-6602

**IV. 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 LMRCC. This Regional MOU may be modified or amended at any time by mutual agreement of MVD and LMRCC in writing, and may be terminated by either party upon sixty (60) days prior written notice. Development of any National MOU will also be considered to have modified this Regional MOU.
- B.** The parties of this regional MOU or their designated representatives shall communicate annually to review the implementation of this MOU.
- C.** LMRCC and MVD 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 or regulations or directives governing the signatories, then the provisions of this Regional MOU not affected by a finding of inconsistency shall remain in full force and effect.
- D.** Lead organizational POCs for this agreement are the LMRCC Coordinator at 601-629-6602 and the MVD Environmental Team Leader at 601-634-5854.

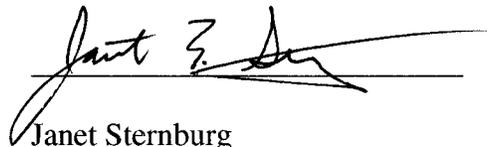
**V. COUNTERPARTS.** This Regional MOU may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.



Michael Walsh  
Major General, USA  
Commanding – MVD

Sept. 20, 2010

Date



Janet Sternburg  
Chair  
LMRCC

Sept. 20, 2010

Date