

**REGIONAL MEMORANDUM OF UNDERSTANDING
BETWEEN
SAND COUNTY FOUNDATION
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**

I. INTRODUCTION. This Regional Memorandum of Understanding (Regional MOU) is entered into between the Mississippi Valley Division of the U. S. Army Corps of Engineers (MVD) and its six districts (St. Paul, Rock Island, St. Louis, Memphis, Vicksburg, and New Orleans Districts), through the MVD Division Commander, and The Sand County Foundation (hereinafter SCF) for the purposes of facilitating regional interests and objectives within each parties' areas of responsibility and interest. The geographic scope of this Regional MOU shall be the Mississippi River, its floodplains, from its headwaters to its delta, and major tributaries and distributaries of exceptional ecological value within the boundaries of MVD (for example, the Wisconsin River Basin, the Illinois Waterway, the Hatchie River and Bottoms, the Lower White River and Basin, the Lower Arkansas River, the Yazoo River and Basin, and the Atchafalaya River and Basin).

II. PURPOSE. The purpose of this Regional MOU is to facilitate effective management of important environmental resources of mutual interest to SCF and MVD Activities carried out pursuant to this Regional MOU are expected to help protect natural biological communities and improve habitats while meeting human needs. Such activities will be conducted within the context of the Corps' civil works and regulatory missions to meet the objectives outlined below.

- A. Protect and/or restore freshwater and coastal habitats for native animals, plants, and natural communities while meeting human needs;
- B. Advance the understanding of and increase the dialog regarding contributing factors of hypoxia and nutrient transport into the nation's waterways and in particular the Mississippi River and its tributaries;
- C. Develop effective measures to improve water quality and to reduce the discharge of nitrogen into the nation's waterways and in particular the Mississippi River and its tributaries;
- D. Study and capture opportunities for river/floodplain rehabilitation through low-head dam and levee removal where such structures, have outlived their purpose, are no longer economically viable, or pose a threat to the public health and safety; (correct spacing format)
- E. Effectively utilize the expertise and resources of MVD and SCF as applied to any authorized joint programs and projects;


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

- A. The MVD Districts will consider environmental sustainability concepts suggested by SCF for incorporation into the conceptualization, evaluation, planning, construction, and operation of MVD District projects within the geographic scope of this Regional MOU.
- B. The SCF 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.
- C. The MVD Districts and SCF shall share information and expertise in exploring potential restoration and water-management projects to help 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.
- D. The MVD Districts and the SCF 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 MVD Districts and the SCF will work together to promote the broader use of restoration and water level management tools and techniques that have proven successful. This may include identifying and pursuing policies and programs needed to implement them on a larger scale.
- F. The SCF may, as appropriate and subject to staff availability, be invited by MVD to work groups within the MVD Districts, where the expertise and interests of the SCF would benefit Corps public involvement programs, an example being the River Resources Advisory Team.
- G. The parties to this Regional MOU recognize that the MVD District projects must operate in accordance with authorized project purposes and funding limitations. All actions taken by the 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 mandating and/or 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 SCF of any contract or other agreement.

- I. Nothing in this Regional MOU prohibits the parties from soliciting or receiving advice and assistance on the objectives set forth above from other governmental entities, and private groups or individuals.
- J. MVD and its Districts, while receptive to the provision of suggestions, concepts, and scientific and conservation planning information from the SCF 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.

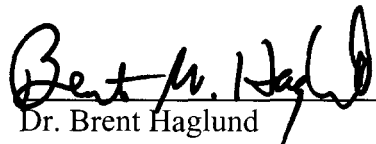
IV. IMPLEMENTATION. This Regional MOU becomes effective when signed by all signatory parties and remains in effect until modified or terminated by either party. For the purposes of this Regional MOU, the St. Paul District is designated as the lead District within the MVD Districts.

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.



Robert Crear
Brigadier General, USA
Commanding

23 March 05
Date



Dr. Brent Haglund
President
Sand County Foundation, Inc.

23 March 2005
Date