

**REGIONAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE AMERICAN LAND CONSERVANCY  
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 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, represented by the Division Commander (hereinafter, MVD Districts), and American Land Conservancy, acting through its President (hereinafter the ALC) for the purposes of facilitating regional interests and objectives within each party's area 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 (for example, 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).

The purpose of this MOU is to establish a general framework of cooperation to plan and implement mutually beneficial programs that maintain and enhance natural and cultural resource stewardship on properties under the jurisdiction of the Corps or acquired by ALC, in order to maintain, restore and safeguard our nation's natural, ecological, historical, recreational and scenic heritage.

**II. PURPOSE.** The parties seek to facilitate effective and efficient conservation of important natural and cultural resources within the context of each MVD District's civil works missions and the mission of the ALC; to the extent authorized by law, as well as USACE and ALC policies. The following objectives are agreed upon within the geographic scope of this Regional MOU:

- A. Promote the restoration and conservation of a functional floodplain ecosystem, including wetland areas, riparian corridors, buffer zones and lands critical to enhancement of wildlife habitat in a manner that contributes to meeting human needs;
- B. Promote the effective management of nationally important natural and cultural resources; and
- C. Promote natural resource management programs, activities, and interpretive functions to benefit and educate the general public.



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

- A. The MVD Districts will assist ALC in the identification of lands critical to environmental sustainability and communicate with ALC with regard to ALC's land acquisitions within the geographic scope of this Regional MOU.
- B. The ALC shall continue to use innovative approaches to protect land in a cost-efficient manner, working as a partner with the MVD Districts and other public agencies to identify desirable land for public use and ecosystem protection and arrange its transfer to public ownership.
- C. The MVD Districts and the ALC shall share information and expertise in exploring land and water management projects to help ensure that these projects, as appropriate, safeguard and restore the natural integrity of ecosystems in a sustainable manner through a balancing of multiple uses.
- D. The MVD Districts and the ALC will work together through their respective environmental education and outreach programs to disseminate information to interested parties regarding their respective resource programs throughout the region.
- E. The ALC will, as appropriate and subject to staff availability, participate in advisory groups to the MVD Districts, including such groups as the Navigation Environmental Coordinating Committee, River Resources Forum, River Resources Coordinating Team, River Resources Action Team, Lower Mississippi River Resource Assessment, Upper Mississippi River Basin Association, Mississippi River Conservation Partnership and their respective committees and workgroups.
- F. 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 constituting a violation of the Anti-Deficiency Act.
- G. 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 transfer of funds to the ALC for any purpose, including for the purpose of land acquisition.



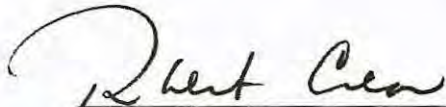
- H. Nothing in this Regional MOU prohibits the parties from soliciting or receiving advice and assistance in the objectives set forth above from other governmental entities, and private groups or individuals.
- I. The MVD Districts, while receptive to the provision of suggestions, concepts, and scientific and conservation planning information from the ALC 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.
- J. The MVD Districts and the ALC will annually discuss proposed projects and items of mutual interest.

**IV. COMMUNICATIONS**

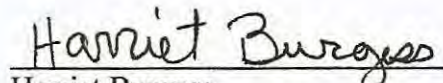
To provide consistent and effective communication between the Corps and the ALC, each party shall appoint a principal representative to serve as its primary point of contact (POC) on matters relating to this MOA.

**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, St. Louis is designated as the lead District within the MVD Districts.

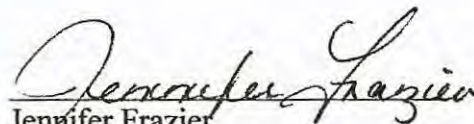
**V. COUNTERPARTS.** This Regional MOU may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

  
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Robert Crear  
Brigadier General, U. S. Army  
Commanding

22 Aug 05  
Date

  
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Harriet Burgess  
President, American Land Conservancy

7/27/05  
Date

  
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Jennifer Frazier  
Vice President, American Land Conservancy

8/22/05  
Date