



DEPARTMENT OF THE ARMY
MISSISSIPPI VALLEY DIVISION, CORPS OF ENGINEERS
P.O. BOX 80
VICKSBURG, MISSISSIPPI 39181-0080
<http://www.mvd.usace.army.mil/>

REPLY TO
ATTENTION OF:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHWESTERN DIVISION AND MISSISSIPPI VALLEY DIVISION
OF THE
UNITED STATES ARMY CORPS OF ENGINEERS**

SUBJECT: RECOVERY AND CONSERVATION OF PALLID STURGEON

1. INTRODUCTION. This Memorandum of Understanding (Interdivision MOU) is entered between the Northwestern Division (NWD) and the Mississippi Valley Division (MVD) of the U.S. Army Corps of Engineers through their respective Division Commanders for the purpose of facilitating range-wide interests, objectives, research, and management of an endangered species, the Pallid sturgeon, *Scaphirhynchus albus*. The geographic scope of this MOU shall be the range of the Pallid sturgeon within the boundaries of these two Divisions, comprising the Missouri and Mississippi River main stems and their floodplains, major tributaries and distributaries, and deltas.

2. PURPOSE. The purpose of this MOU is to facilitate effective coordination, management, and research between NWD and MVD pertaining to Pallid sturgeon throughout the geographic scope defined above. Activities carried out pursuant to this MOU are expected to be of mutual interest, resulting in a collaborative effort to address pallid sturgeon issues with an interdivisional perspective. Research and management activities will be conducted within the context of the Corps' civil works and regulatory missions and will address the activities outlined below.

- a. Develop effective measures to improve recovery and management of the Pallid sturgeon within their range in the Missouri and Mississippi River basins in a total, integrated, watershed systems approach;
- b. Conserve and/or restore riverine habitats and the ecological functions of these habitats for the Pallid sturgeon while in concert with other project purposes;
- c. Enhance communication and advance understanding of Pallid sturgeon science in the Missouri and Mississippi River basins;
- d. Utilize existing or new navigation and flood control authorities and projects to study and develop synergistic opportunities for river/floodplain rehabilitation for the Pallid sturgeon on the Missouri and Mississippi Rivers; and,

e. Effectively utilize the expertise and resources of NWD, MVD, their Districts, and their research partners through collaboration on authorized programs and projects related to the Pallid sturgeon and its habitat.

3. RESPONSIBILITIES. The parties, to the extent authorized by law and policy, agree as follows:

a. NWD and MVD shall, as appropriate, communicate pertinent scientific and conservation planning information to each other and their Districts about their projects and programs within the geographic scope of this MOU.

b. NWD, MVD, and their Districts will consider environmentally sustainable concepts, techniques, and protocols for incorporation into the research, recovery, and management of the Pallid sturgeon within the geographic scope of this MOU. Furthermore, NWD, MVD, and their Districts will adhere to the Corps' Environmental Operating Principles with regard to Pallid sturgeon recovery and management.

c. NWD and MVD shall share information and expertise in evaluating current and exploring potential restoration and water-management projects to help ensure that these projects are designed using the best available knowledge and technology, take advantage of innovative and new approaches, include well-designed adaptive management plans, and advance state-of-the-art engineering projects that are ecologically sustainable for Pallid sturgeon in a multiple-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. NWD, MVD, and their Districts will collaborate together to implement a holistic, range-wide research effort to monitor and assess the success of any joint projects and to disseminate lessons learned to interested parties to benefit sturgeon conservation and water management projects throughout the region.

e. NWD, MVD, and their Districts will work together to promote the broader use of restoration and management tools and techniques that have proven to be beneficial for the Pallid sturgeon and its habitat. This may include identifying and pursuing policies and programs needed for implementation on a larger scale.

f. As appropriate and subject to staff and funding availability, NWD and MVD may collaborate in work groups, where the synergistic expertise and interests of the Divisions would facilitate recovery and management of Pallid sturgeon and/or enhance technology transfer and public visibility.

g. The parties to this MOU recognize that NWD and MVD projects must operate in accordance with authorized project purposes and funding constraints. All actions taken by NWD and MVD in accordance with this MOU are subject to the availability of funds, and nothing in this MOU shall be interpreted as constituting a violation of the Anti-Deficiency Act.

h. The parties to this MOU recognize that NWD and MVD projects must operate in accordance with any legal commitments made in the consultation process of Section 7 of the Endangered Species Act. NWD and MVD shall share these requirements and experiences and work with their respective U.S. Fish and Wildlife Service (FWS) Division representatives and FWS Pallid sturgeon recovery teams in order to collaborate on and develop a comprehensive recovery strategy, as needed. Activities may include identifying population priorities, data gaps, research needs, and project implementation options.

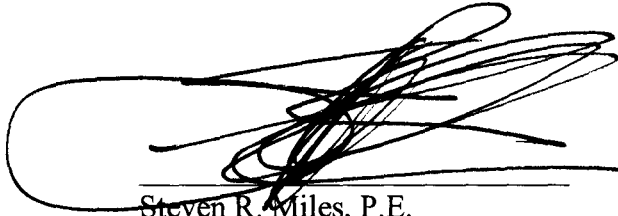
i. This MOU is neither a fiscal nor a funds obligation document for NWD, MVD, or their respective Districts. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to anyone of any contract or other agreement.

j. Nothing in this MOU prohibits the parties from soliciting or receiving advice and assistance in the objectives set forth above from other governmental entities, stakeholder organizations, and the public.

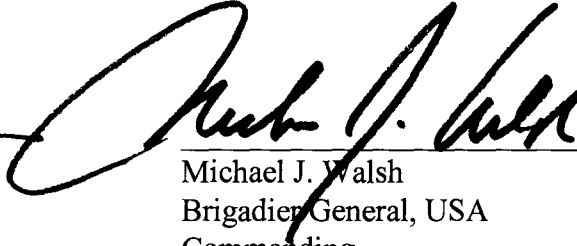
k. NWD, MVD, and their Districts, while receptive to the provision of suggestions, concepts, and scientific and conservation planning information from each other and all other public and private entities, remain responsible for all decisions involving the planning and implementation of projects, as authorized by law and for which funds are available.

4. IMPLEMENTATION. This 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 MOU, Mr. David Vigh, MVD Environmental Team leader and Mr. Gary Bunn, NWD Environmental Team Leader, will serve as points of contact for their respective Division Offices.

5. COUNTERPARTS. This MOU may be executed in any number of copies, 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.



Steven R. Miles, P.E.
Colonel, EN
Commanding



Michael J. Walsh
Brigadier General, USA
Commanding

23 May 2008.
Date

17 May 2008
Date