MEMORANDUM OF UNDERSTANDING

Between
National Park Service, Midwest Region
And
National Park Service, Southeast Region
And
Fish and Wildlife Service, Midwest Region
And
Fish and Wildlife Service, Southeast Region
And
Mississippi River Trail, Inc.

ARTICLE I – PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between these agencies and private organizations to promote the magnificence and diversity of the Mississippi River as a national treasured landscape. This joint effort, known as The Mississippi River Connections Collaborative, will work to increase recognition of America’s Great River, its people, places and stories, enhance the existing resources, acquire funding for conservation and development, and ensure that all Americans can enjoy these assets in the future.

This MOU is being undertaken to identify areas of cooperation, specifically to:

1. Describe the geographic context and national importance of the Mississippi River;
2. Articulate a set of mutual interests and strategic goals to promote the magnificence and diversity of the Mississippi River;
3. Identify lead collaborating agencies and their respective roles;
4. Provide a means to include additional partners to this effort by amendment to the agreement.

ARTICLE II – BACKGROUND AND OBJECTIVES

The National Park Service (NPS) and the Fish and Wildlife Service (FWS) are Federal Agencies with responsibility for management of areas within the Mississippi River area.

The Mississippi River Connections Collaborative (Collaborative) is a joint effort by Federal, State, local, and nonprofit entities to provide for collaborative management of the Mississippi River.

The Mississippi River is, in many ways, the nation’s best known and most important river system. As America’s great river, it is both an ecological lifeline to the nation, and a bellwether of the nation’s health in all aspects: physically, mentally, economically, socially, spiritually, and environmentally. Today, coordinated recognition, management,
and monitoring of the river at the Federal, State, and local levels is necessary to change
the nature of the river’s “orphan” status, largely neglected, mostly ignored.¹

The Collaborative will aim to fulfill the need for coordinated management across Federal,
State and local levels to raise awareness, appreciation, and conservation of the
Mississippi River system and its unique attributes and benefits which include:

Mississippi River

- Fourth longest river in the world after Africa’s Nile, the Amazon of South
  America, and the Yangtze in China. (Nile: 4,184 miles; Amazon: 4,000 miles;
  Yangtze: 3,915 miles; Mississippi: 3,600 miles).
- Drains 41 percent of the contiguous United States.
- Provides drinking water to more than 18 million people.

Mississippi River, Fish & Wildlife

- Home to at least 260 species of fishes, 25 percent of all fish species in North
  America.
- Forty percent of the nation’s migratory waterfowl use the river corridor during
  their spring and fall migration.
- Sixty percent of all North American birds (326 species) use the Mississippi River
  Basin as their migratory flyway.

Mississippi River Communities

- More than 12 million people live in the 125 counties and parishes that border the
  Mississippi River.
- Ten States border the river: Minnesota, Wisconsin, Iowa, Illinois, Missouri,
  Tennessee, Kentucky, Arkansas, Mississippi, and Louisiana.
- Thirty-three U.S. Congressional Districts and twenty U.S. Senators represent
  Mississippi River residents.

Mississippi River Public Land & Water

- The NPS manages 10 national parks and 8 long distance, national, scenic, and
  historic trails that adjoin the Mississippi River.
- The FWS has 32 wildlife refuges on or near the Mississippi River and flyway.

¹ National Academy of Sciences, Committee on the Mississippi River and the Clean Water Act, National
Research Council, “Mississippi River Water Quality and the Clean Water Act: Progress, Challenges, and
Opportunities,” 2008.
Mississippi River Trail

- The Mississippi River Trail is a 3,000-mile system of interconnected park, trails, and greenways that connect people and communities along the Mississippi River from the headwaters to the Gulf of Mexico. Mississippi River Trail supports and promotes active living and active transportation, environmental education, and tourism economic development of green businesses and industries through improvements in quality of life for residents in over 400 Mississippi River communities.

OBJECTIVES AND MUTUAL INTERESTS

Parties to this MOU are committed to connecting people to the Mississippi River, and agree to seek opportunities to collaborate on the following strategic areas of interest:

River Access and Recreation

History, Culture and Lore

Education and Stewardship

Conservation and Partnerships

Improvement of Parks and Refuges

Collateral Information

ARTICLE III - AUTHORITIES

This MOU is entered into pursuant to the authorities listed below.

NPS Authorities:

- Agreements for Cooperative Management Where Park System Lands are Near State or Local Parks (16 U.S.C. § 1a-2(l)): Where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State or local government agency of a portion of either park will allow for more effective and efficient management of the parks, the Secretary may enter into an agreement with a State or local government agency to provide for the cooperative management of Federal and State or local park areas (but may not transfer “administration responsibilities” for any unit of the National Park System under this authority). Under such an agreement, the Secretary may acquire from and provide to a State or local government agency goods and services to be used in the cooperative
management of land. Also, assignment of Federal, State, or local employees for
the cooperative management activity may be for any period determined by the
Secretary or the State or local officials to be mutually beneficial.

  which authorizes the NPS to accept donations for purposes of the National Park
  System.

  The purpose and intent of the NPS is to preserve, protect, interpret, and manage
  the National Park System for the benefit, education, and enjoyment of the people
  of the United States, as provided for in the National Park Service Organic Act of

- **16 U.S.C. § 1f.** Challenge-Cost Share authority, authorizes the NPS to enter into
  agreements with cooperators for the purpose of sharing costs or services in
  carrying out authorized functions and responsibilities of the Secretary of the
  Interior with respect to any unit or program of the National Park System, any
  affiliated area, or any designated National Scenic or Historic Trail.

- **16 U.S.C. 18g(j), Acceptance of Volunteer Services -** The Secretary of the
  Interior is authorized to recruit, train, and accept the services of individuals
  without compensation as volunteers for or in the aid of interpretive functions, or
  other visitor services or activities in and related to areas of the National Park
  System.

- **Agreements to Operate, Develop, and Maintain Portions of National Trails**
  (16 U.S.C. § 1246(h)(1)): The National Trail System Act authorizes the Secretary
  to enter into agreements, including agreements providing limited financial
  assistance, to encourage acquisition, protection, operation, development, and
  maintenance, of national recreation, national scenic, or national historic trails
  located both within and outside the boundaries of federally administered areas.
  Such agreements may be with States or their political subdivisions, landowners,
  private organizations, or individuals.

- **Outdoor Recreation Act of 1963 (P.L. 88-29 §2d);** provides for technical
  assistance from the Rivers, Trails, and Conservation Assistance Program, which
  serves as a national network of conservation and resource-planning professionals
  who assist interested communities to participate in the planning, design, and
  management decisions of their natural, cultural, and recreational resources.
FWS Authorities:


The Migratory Bird Treaty Act (16 U.S.C. 703-712) authorizes appropriations to carry out the provisions and to accomplish the purposes of the migratory bird conventions with Canada, Mexico, Japan, and the Soviet Union.

The North American Wetlands Conservation Act (16 U.S.C. 4401-4412) finds that the protection of migratory birds and their habitats require the coordinated action of governments, private organizations, landowners, and other citizens. It also encourages partnership among public agencies and other interests.

The Fish and Wildlife Conservation Act (16 U.S.C. 2901-2911) authorizes financial and technical assistance to the States for the development, revision, and implementation of conservation plans and programs for nongame fish and wildlife.

ARTICLE IV – RESPONSIBILITIES OF PARTIES

It is mutually agreed and understood by and among the cooperating agencies and organizations that:

Specific work projects or activities that involve the transfer of funds, services, or property among the parties of this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds from the cooperating agencies or as appropriated by Congress. Specific work projects or activities that involve fundraising among any of the parties of this MOU will require the execution of separate agreements or contracts. Each subsequent agreement or arrangement involving fundraising or the transfer of funds, services, or property between the parties of this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

This MOU in no way restricts the cooperating agencies from participating in similar activities or arrangements with other public, private, or nonprofit entities.

Any information furnished to the cooperating agencies under this MOU is subject to applicable provisions of the Freedom of Information Act.

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical
matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Nothing in this MOU shall obligate the cooperating agencies to expend appropriations or to enter into any contract with other obligations.

During the performance of this MOU, the participants mutually agree to abide by the terms of the United States Department of the Interior (USDI) Civil Rights Assurance Certification nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to race, color, religion, sex, or national origin. All activities pursuant to this MOU shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

This MOU is intended to improve communication and shared efforts and is not intended, nor does it create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by a party against the United States, its Agencies, its officers, or any person.

Prior Approval: Parties to this agreement must obtain prior Government approval from any public information releases which refer to the Department of the Interior, any Bureau, park unit, or employee (by name or title), or this MOU. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

**Adding Other Parties to the Agreement:**

Additional Federal, State, local and nonprofit agencies and organizations may be added to this MOU with the oral concurrence of the cooperating agencies at the time of the proposed addition. A written record of the oral consent of the cooperators will be created and maintained by the cooperating agencies. The addition of the new cooperating agencies will be effected by attaching to the MOU the written consent of the heads of the new cooperating agency or organization.
ARTICLE V - TERM OF AGREEMENT

This Agreement will be effective for a period of 5 years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VII that follows.

ARTICLE VI - KEY OFFICIALS
COLLABORATIVE LEADERSHIP STRUCTURE AND PRINCIPAL CONTACTS

An all-inclusive working group will be established, comprised of management representatives from parks, trails and refuges, and supporting agency program representatives with interest in the Mississippi River Corridor. Working group members will:

- Assist in the planning and execution of an annual work plan.
- Participate in scheduled meetings and conference calls.
- Participate in scheduled face-to-face meetings, training, and conferences to support the mission and goals of the Collaborative.

The personnel identified below are considered essential to successful coordination and communication among the parties for the work to be performed pursuant to this MOU. Upon written notice to the other parties, parties may designate an alternate to act in the place of the designated Key Official, or designate a new Key Official.

The following person(s) will be the principal contact(s) for their respective agencies for the purpose of this agreement and the Collaborative at the time of execution. The principal contacts for the agreement are:

U.S. Fish & Wildlife Service
Mr. Stephen W. Gard
Project Leader
North Mississippi Refuges Complex
2776 Sunset Drive
Grenada, Mississippi 38901
662-226-8286, ext. 11

Mississippi River Trail, Inc.
Ms. Terry Eastin
Executive Director
Mississippi River Trail
858 North Jackson
Fayetteville, Arkansas 72701
479-236-0938


ARTICLE VII - MODIFICATION AND TERMINATION

This MOU may be modified only by a written instrument executed by the parties.

Any party to this agreement may terminate their participation in this Agreement by providing the other parties with 60 days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.
ARTICLE VIII – AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this General MOU.

[Signature] 3-3-2010
National Park Service, Midwest Region  Date
Regional Director

[Signature] 3-11-10
National Park Service, Southeast Region  Date
Regional Director

[Signature] 4-29-10
Fish and Wildlife Service, Southeast Region  Date
Regional Director

[Signature] 7/26/10
Fish and Wildlife Service, Midwest Region  Date
Regional Director

[Signature] 5/10/2010
Mississippi River Trail, Inc.  Date
Executive Director

[Signature]