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## 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.

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### **ARTICLE I – PURPOSE**

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

24  
25 This MOU is being undertaken to identify areas of cooperation, specifically to:

- 26  
27
- 28 1. Describe the geographic context and national importance of the  
Mississippi River;
  - 29 2. Articulate a set of mutual interests and strategic goals to promote the  
30 magnificence and diversity of the Mississippi River;
  - 31 3. Identify lead collaborating agencies and their respective roles;
  - 32 4. Provide a means to include additional partners to this effort by amendment  
33 to the agreement.
- 34

35

### **ARTICLE II – BACKGROUND AND OBJECTIVES**

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

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

41 The Mississippi River is, in many ways, the nation's best known and most important river  
42 system. As America's great river, it is both an ecological lifeline to the nation, and a  
43 bellwether of the nation's health in all aspects: physically, mentally, economically,  
44 socially, spiritually, and environmentally. Today, coordinated recognition, management,

1 and monitoring of the river at the Federal, State, and local levels is necessary to change  
2 the nature of the river's "orphan" status, largely neglected, mostly ignored.<sup>1</sup>

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

#### 6 Mississippi River

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

#### 12 Mississippi River, Fish & Wildlife

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

#### 19 Mississippi River Communities

- 20
- 21 • More than 12 million people live in the 125 counties and parishes that border the  
22 Mississippi River.
- 23 • Ten States border the river: Minnesota, Wisconsin, Iowa, Illinois, Missouri,  
24 Tennessee, Kentucky, Arkansas, Mississippi, and Louisiana.
- 25 • Thirty-three U.S. Congressional Districts and twenty U.S. Senators represent  
26 Mississippi River residents.
- 27

#### 28 Mississippi River Public Land & Water

- 29
- 30 • The NPS manages 10 national parks and 8 long distance, national, scenic, and  
31 historic trails that adjoin the Mississippi River.
- 32 • The FWS has 32 wildlife refuges on or near the Mississippi River and flyway.
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<sup>1</sup> 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.

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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(I)):** 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

1 management of land. Also, assignment of Federal, State, or local employees for  
2 the cooperative management activity may be for any period determined by the  
3 Secretary or the State or local officials to be mutually beneficial.  
4

- 5 • **National Park Service Organic Act, 16 U.S.C. §§ 1-3, and 16 U.S.C. § 6,**  
6 which authorizes the NPS to accept donations for purposes of the National Park  
7 System.  
8

9 The purpose and intent of the NPS is to preserve, protect, interpret, and manage  
10 the National Park System for the benefit, education, and enjoyment of the people  
11 of the United States, as provided for in the National Park Service Organic Act of  
12 August 25, 1916, (16 U.S.C. 1 et sec.).  
13

- 14 • **16 U.S.C. § 1f, Challenge-Cost Share authority,** authorizes the NPS to enter into  
15 agreements with cooperators for the purpose of sharing costs or services in  
16 carrying out authorized functions and responsibilities of the Secretary of the  
17 Interior with respect to any unit or program of the National Park System, any  
18 affiliated area, or any designated National Scenic or Historic Trail.  
19

- 20 • **16 U.S.C. 18g-j , Acceptance of Volunteer Services -** The Secretary of the  
21 Interior is authorized to recruit, train, and accept the services of individuals  
22 without compensation as volunteers for or in the aid of interpretive functions, or  
23 other visitor services or activities in and related to areas of the National Park  
24 System.  
25

- 26 • **Agreements to Operate, Develop, and Maintain Portions of National Trails**  
27 **(16 U.S.C. § 1246(h)(1):** The National Trail System Act authorizes the Secretary  
28 to enter into agreements, including agreements providing limited financial  
29 assistance, to encourage acquisition, protection, operation, development, and  
30 maintenance, of national recreation, national scenic, or national historic trails  
31 located both within and outside the boundaries of federally administered areas.  
32 Such agreements may be with States or their political subdivisions, landowners,  
33 private organizations, or individuals.  
34

- 35 • **Outdoor Recreation Act of 1963 (P.L. 88-29 §2d);** provides for technical  
36 assistance from the Rivers, Trails, and Conservation Assistance Program, which  
37 serves as a national network of conservation and resource-planning professionals  
38 who assist interested communities to participate in the planning, design, and  
39 management decisions of their natural, cultural, and recreational resources  
40  
41

1 **FWS Authorities:**

2  
3 **FWS - Fish and Wildlife Act of 1956, 16 U.S.C. s 742f(1988); Refuge**  
4 **Recreation Act, 16 U.S.C. s 460k-2 (1988); Fish and Wildlife Conservation**  
5 **Act of 1980, 16 U.S.C. s2901 et seq (1988); Fish and Wildlife Coordination**  
6 **Act, 16 U.S.C. s661 (1988), and the National Wildlife Refuge System**  
7 **Administration Act, 16 U.S.C. s 668 dd-ee.**

8  
9 The **Migratory Bird Treaty Act (16 U.S.C. 703-712)** authorizes appropriations  
10 to carry out the provisions and to accomplish the purposes of the migratory bird  
11 conventions with Canada, Mexico, Japan, and the Soviet Union.

12  
13 The **North American Wetlands Conservation Act (16 U.S.C. 4401-4412)** finds  
14 that the protection of migratory birds and their habitats require the coordinated  
15 action of governments, private organizations, landowners, and other citizens. It  
16 also encourages partnership among public agencies and other interests.

17  
18 The **Fish and Wildlife Conservation Act (16 U.S.C. 2901-2911)** authorizes  
19 financial and technical assistance to the States for the development, revision, and  
20 implementation of conservation plans and programs for nongame fish and  
21 wildlife.

22  
23 **ARTICLE IV – RESPONSIBILITIES OF PARTIES**

24  
25 **It is mutually agreed and understood by and among the cooperating agencies and**  
26 **organizations that:**

27  
28 Specific work projects or activities that involve the transfer of funds, services, or property  
29 among the parties of this MOU will require the execution of separate agreements or  
30 contracts, contingent upon the availability of funds from the cooperating agencies or as  
31 appropriated by Congress. Specific work projects or activities that involve fundraising  
32 among any of the parties of this MOU will require the execution of separate agreements  
33 or contracts. Each subsequent agreement or arrangement involving fundraising or the  
34 transfer of funds, services, or property between the parties of this MOU must comply  
35 with all applicable statutes and regulations, including those statutes and regulations  
36 applicable to procurement activities, and must be independently authorized by  
37 appropriate statutory authority.

38  
39 This MOU in no way restricts the cooperating agencies from participating in similar  
40 activities or arrangements with other public, private, or nonprofit entities.

41  
42 Any information furnished to the cooperating agencies under this MOU is subject to  
43 applicable provisions of the Freedom of Information Act.

44  
45 No party will unilaterally publish a joint publication without consulting the other party.  
46 This restriction does not apply to popular publication of previously published technical

1 matter. Publications pursuant to this Agreement may be produced independently or in  
2 collaboration with others; however, in all cases proper credit will be given to the efforts  
3 of those parties contributing to the publication. In the event no agreement is reached  
4 concerning the manner of publication or interpretation of results, either party may publish  
5 data after due notice and submission of the proposed manuscripts to the other. In such  
6 instances, the party publishing the data will give due credit to the cooperation but assume  
7 full responsibility for any statements on which there is a difference of opinion.

8  
9 Nothing in this MOU shall obligate the cooperating agencies to expend appropriations or  
10 to enter into any contract with other obligations.

11  
12 During the performance of this MOU, the participants mutually agree to abide by the  
13 terms of the United States Department of the Interior (USDI) Civil Rights Assurance  
14 Certification nondiscrimination and will not discriminate against any person because of  
15 race, color, religion, sex, or national origin. The participants will take affirmative action  
16 to ensure that applicants are employed without regard to race, color, religion, sex, or  
17 national origin. All activities pursuant to this MOU shall be in compliance with the  
18 requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as  
19 amended, (78 Stat. 252; 42 U.S.C. §§ 2000d *et. Seq.*); Title V Section 504 of the  
20 *Rehabilitation Act of 1973*, as amended (87 Stat. 394; 29 U.S.C. §794); the *Age*  
21 *Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and with all other  
22 Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual  
23 orientation, national origin, disabilities, religion, age, or sex.

24  
25 This MOU is intended to improve communication and shared efforts and is not intended,  
26 nor does it create any right, benefit, or trust responsibility, substantive or procedural,  
27 enforceable at law or equity by a party against the United States, its Agencies, its officers,  
28 or any person.

29  
30 Prior Approval: Parties to this agreement must obtain prior Government approval from  
31 any public information releases which refer to the Department of the Interior, any  
32 Bureau, park unit, or employee (by name or title), or this MOU. The specific text, layout,  
33 photographs, etc., of the proposed release must be submitted with the request for  
34 approval.

35  
36 **Adding Other Parties to the Agreement:**

37  
38 Additional Federal, State, local and nonprofit agencies and organizations may be added to  
39 this MOU with the oral concurrence of the cooperating agencies at the time of the  
40 proposed addition. A written record of the oral consent of the cooperators will be created  
41 and maintained by the cooperating agencies. The addition of the new cooperating  
42 agencies will be effected by attaching to the MOU the written consent of the heads of the  
43 new cooperating agency or organization.

44  
45

1 **ARTICLE V - TERM OF AGREEMENT**

2  
3 This Agreement will be effective for a period of 5 years from the date of final signature,  
4 unless it is terminated earlier by one of the parties pursuant to Article VII that follows.  
5

6 **ARTICLE VI – KEY OFFICIALS**  
7 **COLLABORATIVE LEADERSHIP STRUCTURE AND PRINCIPAL**  
8 **CONTACTS**

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

- 13  
14 • Assist in the planning and execution of an annual work plan.  
15 • Participate in scheduled meetings and conference calls.  
16 • Participate in scheduled face-to-face meetings, training, and conferences to  
17 support the mission and goals of the Collaborative.  
18

19 The personnel identified below are considered essential to successful coordination and  
20 communication among the parties for the work to be performed pursuant to this MOU.  
21 Upon written notice to the other parties, parties may designate an alternate to act in the  
22 place of the designated Key Official, or designate a new Key Official.  
23

24 The following person(s) will be the principal contact(s) for their respective agencies for  
25 the purpose of this agreement and the Collaborative at the time of execution. The  
26 principal contacts for the agreement are:  
27

28 **U.S. Fish & Wildlife Service**  
29 Mr. Stephen W. Gard  
30 Project Leader  
31 North Mississippi Refuges Complex  
32 2776 Sunset Drive  
33 Grenada, Mississippi 38901  
34 662-226-8286, ext. 11  
35

36 **Mississippi River Trail, Inc.**  
37 Ms. Terry Eastin  
38 Executive Director  
39 Mississippi River Trail  
40 858 North Jackson  
41 Fayetteville, Arkansas 72701  
42 479-236-0938  
43  
44

1 **NPS**  
2 Mr. Paul Labovitz  
3 Superintendent  
4 Mississippi National River and Recreation Area  
5 111 Kellogg Boulevard East, Suite 105  
6 St. Paul, Minnesota 55101  
7 651-290-3030, ext.222  
8

9 **NPS**  
10 Ms. Diana Allen  
11 Rivers, Trails & Conservation Assistance Program  
12 11 North 4th Street  
13 St. Louis, Missouri 63102  
14 314-655-1625  
15

16 **NPS**  
17 Ms. Kathleen Jenkins  
18 Superintendent  
19 Natchez National Historical Park  
20 640 South Canal Street, Box E  
21 Natchez, Mississippi 39120  
22 601-442-7049, ext.13  
23

24 **NPS**  
25 Ms. Liz Smith-Incer  
26 Rivers, Trails & Conservation Assistance Program  
27 3500 Park Road  
28 Ocean Springs, Mississippi 39564  
29 228-230-4120  
30

### 31 **ARTICLE VII – MODIFICATION AND TERMINATION**

32  
33 This MOU may be modified only by a written instrument executed by the parties.  
34

35 Any party to this agreement may terminate their participation in this Agreement by  
36 providing the other parties with 60 days advance written notice. In the event that one  
37 party provides the other parties with notice of its intention to terminate, the parties will  
38 meet promptly to discuss the reasons for the notice and to try to resolve their differences.  
39  
40



1 **ARTICLE VIII – AUTHORIZING SIGNATURES**

2  
3 IN WITNESS HEREOF, the parties hereto have signed their names and executed this  
4 General MOU.

5 *Ernest Quinteros* 3-3-2010  
6  
7 National Park Service, Midwest Region Date  
8 Regional Director

9 *David Hela* 3-11-10  
10  
11 National Park Service, Southeast Region Date  
12 Regional Director

13 *Jon Gudrew* 4-28-10  
14  
15 Fish and Wildlife Service, Southeast Region Date  
16 Regional Director

17 *Charlie Worley* 7/26/10  
18  
19 Fish and Wildlife Service, Midwest Region Date  
20 Regional Director

ACTING

21 *Teresa L. Easter* 5/10/2010  
22  
23 Mississippi River Trail, Inc. Date  
24 Executive Director  
25