

**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE
MEMORANDUM OF UNDERSTANDING**

“A Partnership for Missouri River Stewardship”

The Missouri River Basin Interagency Roundtable (MRBIR) is established as a forum for Federal Agencies advocating a collaborative approach to solving issues within the Missouri River watershed.

The goal of the MRBIR membership is to seek opportunities for collaboration, coordination, and communication among Federal Agencies and, when possible and where appropriate, to communicate to other basin interests with a single federal voice on issues within the basin. This is particularly emphasized where mutually beneficial objectives can be realized, or when the MRBIR can facilitate more comprehensive interagency efforts that would normally be beyond the scope of just one of the agencies.

The vision of this MRBIR partnership is: **“The Missouri River basin is a fully functioning ecosystem that provides benefits for the human community and habitat for native plant and animal species.”** Based on this vision, the Federal Agencies agree the Missouri River basin ecosystem is worthy of special consideration and stewardship due to its critical importance to human and natural communities and that it is in the nation’s interest to promote this stewardship through numerous venues. The Federal Agencies are also committed to working with Tribes, States and stakeholders to incorporate public values in achieving this vision.

It is Mutually Agreed and Understood By and Among the Undersigned that:

1. The purpose of the MRBIR is to seek opportunities for collaboration, coordination, and communication by:
 - a. Developing strategic partnerships by participating in cooperative projects that address complex basin issues and identifying innovative solutions to maintain, rehabilitate, or otherwise enhance the Missouri River basin ecosystem;
 - b. Consolidating new and existing data by sharing of resource inventories and mapping and eliminating duplicative efforts wherever possible;
 - c. Sharing best agency practices, identifying common issues, coordinating actions, resolving conflicts, and enhancing effectiveness of resource efforts;
 - d. Exploring and committing to new opportunities for cooperation, collaboration, and action at the regional and local levels;
 - e. Promoting the maximum efficient use of agency resources within existing systems while not creating new levels of bureaucracy;

- f. Providing enhanced accountability by reporting cooperative accomplishment to promote greater understanding and awareness of the high environmental and socio-economic values and needs of the basin's natural resources; and
 - g. Garnering federal focus and fiscal support toward the enhancement of resources.
2. The organizational structure of the MRBIR will include an Executive Committee composed of agency signatories to this Memorandum of Understanding (MOU) or their formal designees, a Planning Committee composed of selected agency staff, general membership composed of agency staff serving as agency contacts, and temporary work groups, established as necessary to address specific issues.
- a. The Executive Committee and general membership constituting the MRBIR will generally meet two times per year, normally in January and July. Meetings are intended to share agency priority initiatives, discuss relevant issues, determine future courses of action, and identify opportunities to develop partnerships to address, and potentially resolve, complex basin issues. In coordination with the lead agency and the Planning Committee, a member agency may also serve as the host/sponsor.
 - b. The procedure for filling a Chairperson and Vice Chairperson position will normally be as follows: the Executive Committee will select a Chairperson/lead agency and a Vice Chairperson from a different agency. The Chairperson and Vice Chairperson will serve for a period of one year. After serving as Vice Chairperson for one year, it is anticipated that the Vice Chairperson will then become the Chairperson. This succession plan will provide continuity and ensure commitment to MRBIR goals and objectives. No agency will be asked to serve as the lead agency for two consecutive years. Appendix A presents a listing of past and current Chairpersons/lead agencies for MRBIR along with expected Chairperson/lead agency and Vice Chairperson through 2018. This Appendix will be updated as needed by the Planning Committee.
 - c. The primary responsibility of the Chairperson/lead agency is to ensure the coordination of all the activities of the MRBIR during the Chair's tenure with the assistance of the Planning Committee. Duties will include: contacting MRBIR membership regarding upcoming conference calls and meetings; serving as moderator for Executive Committee meetings and conference calls; acting as Chairperson at Executive Committee and general membership meetings; and recording and distributing minutes and conference calls.
 - d. The Vice Chairperson will assist the Chairperson with their duties and be in line for succession to the Chairperson/lead agency position. When the Vice Chairperson has succeeded to the Chairperson position, the Executive Committee will select a new Vice Chairperson. If a Chairperson/lead agency is unable to serve for the entire one year term, the standing Vice Chairperson will succeed to the Chairperson position for the remainder of the term and a new Vice Chairperson will be selected by the Executive Committee to serve the remainder of the term.

e. All agency signatories to this MOU may have an Executive serve as Chairperson or Vice Chairperson for the MRBIR.

f. A Planning Committee, comprised of select agency staff representatives, will be established by the Executive Committee to assist the Executive Committee in carrying out their responsibilities. The Planning Committee will: prepare for and coordinate MRBIR meetings; develop agendas; exchange information on their respective agency's activities within the basin that may have impacts on other participating agencies; keep their respective Executive Committee members informed of issues of mutual concern within the basin; provide year-to-year staffing continuity; maintain a listing of past and current Chairpersons/lead agencies for MRBIR; have oversight responsibility for the MRBIR web site (additional information about the web site can be found in Appendix B); and perform other duties as may be assigned by the Executive Committee. The Planning Committee will meet or participate, as needed, in: telephone conference calls, video conferences or in-person meetings in carrying out their responsibilities. Unless otherwise provided by the Executive Committee, the Planning Committee will have a rotating Chairperson who will be designated by, shall serve the same term, and be from the same agency as the then current MRBIR Chairperson.

g. The Executive Committee may establish temporary working groups or subcommittees composed of representatives of member agencies to develop specific products or projects. Each temporary working group or subcommittee will have a Chairperson who will report to the Executive Committee. The Federal Working Group (FWG), previously established by the MRBIR will continue pursuant to the terms of the 2008 Addendum to the then existing MRBIR Charter.

h. Subject to the annual agreement of the Executive Committee, which may include the consideration of appropriate funding support and the availability of appropriations, facilitation assistance may be arranged by the Executive Committee for temporary working groups, subcommittees, the FWG or to assist the Executive Committee and Planning Committee in carrying out the terms of this MRBIR MOU.

i. Other Federal Agencies interested in seeking opportunities to collaborate on issues within the Missouri River basin watershed are welcome to join MRBIR. Those agencies can sign this MOU by requesting an addendum page, enclosed as Appendix C, from any MRBIR Federal Agency representative. After completing and returning this addendum to the MRBIR Chair, it will be attached to this MOU.

3. Any agreement or arrangement involving the transfer of funds, services, or property among the MRBIR agencies 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 under separate written agreements.

4. This Memorandum of Understanding in no way restricts Federal Agencies from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
5. As required by the Anti-deficiency Act, 31 U.S.C. § 1341 and § 1342, all commitments made by the Federal Agencies in this Memorandum of Understanding are subject to the availability of appropriated funds and budget priorities. Nothing in this Memorandum of Understanding, in and of itself, obligates the Federal Agencies to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations.
6. This Memorandum of Understanding may be modified or amended upon written request of any party hereto and the subsequent concurrence of all the Federal Agencies who have executed it and remain parties thereto at the time of amendment. Participation in this Memorandum of Understanding may be terminated by any party upon thirty (30) days written notice to the Chairperson. Unless terminated under the terms of this paragraph, this Memorandum of Understanding will remain in full force and effect until modified in accordance with this paragraph or, as otherwise agreed, by the parties to this MRBIR Memorandum of Understanding.
7. This Memorandum of Understanding is intended only to improve the internal management of the Executive Branch. It is not intended to, 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.
8. Actions taken relative to or under the auspices of the Memorandum of Understanding will comply with all federal statutes relating to non discrimination. These include, but are not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states, in part, that no person in the United States shall be discriminated against on the basis of race, color, national origin, sex, religion, age, disability, or political beliefs.
9. This Memorandum of Understanding reflects the general intent of the agencies to cooperate in the promotion of the MRBIR. This Memorandum of Understanding is not a binding commitment by any of the agencies to take any action in the future.
10. This Memorandum of Understanding shall go into effect on July 26, 2010, provided it has been signed at that time by at least three Federal Agencies.

APPENDIX A

MRBIR CHAIRPERSON/LEAD AGENCY

Below is a listing to date of Federal Agencies that have served as Chairperson/lead agency for the MRBIR. When an agency completes its terms of leadership, their agency name and the years served will be added to the bottom of the list.

1996 – 1997	National Park Service
1998	Bureau of Indian Affairs
1999	Fish and Wildlife Service
2000	Bureau of Land Management
2001 – 2002	U.S. Army Corps of Engineers
2003 – 2004	U.S. Geological Survey
2005	Bureau of Reclamation
2006	Environmental Protection Agency
2007	Bureau of Indian Affairs
2008	U.S. Fish and Wildlife Service
2009	U.S. Army Corps of Engineers
2010	U.S. Geological Survey Vice-Chair Bureau of Reclamation
2011	Chair Bureau of Reclamation Vice-Chair National Resources Conservation Service
2012	Chair Natural Resources Conservation Service Vice Chair U.S. Army Corps of Engineers
2013	Chair U.S. Army Corps of Engineers Vice Chair U.S. Fish and Wildlife Service
2014	Chair U.S. Fish and Wildlife Service Vice Chair Bureau of Indian Affairs
2015	Chair Bureau of Indian Affairs Vice-Chair Environmental Protection Agency
2016	Chair Environmental Protection Agency Vice Chair Western Area Power Administration
2017	Chair Western Area Power Administration Vice-Chair National Park Service
2018	Chair National Park Service Vice-Chair U.S. Geological Survey

APPENDIX B

MRBIR WEB SITE

In 2003, at the direction of the Executive Committee, a MRBIR web site was created and can be found at: <http://wwwaux.cerc.cr.usgs.gov/mrbir/mrb.html>. At a minimum, this web site will include the following: current MOU, Executive Members, Agency Mission Statements, MRBIR Contacts, Planning Committee Members, and a directory of Native American coordinators.

The lead agency has primary responsibility to work with the current web master to ensure the accuracy and completeness of information published on the MRBIR web site. The Planning Committee has secondary responsibility for this web site. Each agency will provide the current web master updated information for the web site, as appropriate.

MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE
MEMORANDUM OF UNDERSTANDING
SIGNATORY AGENCIES

BUREAU OF INDIAN AFFAIRS

William L. Miller
Regional Director, Great Plains Region

7/26/10
Date

Edward P. Rainier
Regional Director, Rocky Mountain Region

7-26-10
Date

James A. O'Connell
Regional Director, Southern Plains Region

7/26/10
Date

BUREAU OF LAND MANAGEMENT

Robert A. Hoot
Acting State Director, Montana/Dakotas State Office

7/26/10
Date

BUREAU OF RECLAMATION

David W. Howell
Regional Director, Great Plains Region

7/26/10
Date

ENVIRONMENTAL PROTECTION AGENCY

Donald J. Henneschmitt
Director, Environmental Services, Region 7

7/26/2010
Date

Carol L. Campbell
Assistant Regional Administrator, Ecosystems Protection
and Remediation, Region 8

8/23/10
Date

FEDERAL HIGHWAYS ADMINISTRATION

Charles J. Hoot
Director, Field Services West

11/1/10
Date

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

John P. Thaddeus
Regional Director, National Weather Service Central Region

7/26/10
Date

NATIONAL PARK SERVICE

James A. O'Connell
Regional Director, Midwest Region

7-26-2010
Date

NATURAL RESOURCES CONSERVATION SERVICE

Thomas W. [Signature]
Regional Conservationist - Central

7/26/2010
Date

U.S. ARMY CORPS OF ENGINEERS

[Signature]
Commander, Northwestern Division

7/26/10
Date

U.S. FISH AND WILDLIFE SERVICE

ACTING

[Signature]
Regional Director, Region 3

9/1/10
Date

[Signature]
Regional Director, Region 6

7/26/10
Date

U.S. FOREST SERVICE

[Signature]
Regional Forester, Northern Region

12-15-10
Date

U.S. GEOLOGICAL SURVEY

[Signature]
USGS Regional Executive, South Central Area

7/26/10
Date

U.S. COAST GUARD

[Signature]
Captain of the Port

11/24/10
Date

U.S. DEPARTMENT OF TRANSPORTATION

[Signature]
Director, Maritime Administration, Mid-Continent Office

10/16/10
Date

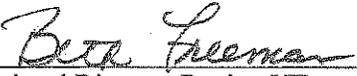
WESTERN AREA POWER ADMINISTRATION

[Signature]
Regional Manager, Upper Great Plains Region

9/23/10
Date

MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE
MEMORANDUM OF UNDERSTANDING
SIGNATORY AGENCIES
(AMENDMENT 1)

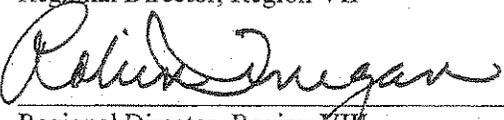
FEDERAL EMERGENCY MANAGEMENT AGENCY



Regional Director, Region VII



Date



Regional Director, Region VIII



Date