

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

*Revised January 2022*

**“A Partnership for Missouri River Basin Stewardship”**

The Missouri River Basin Interagency Roundtable (MRBIR) was formalized in 2005 as a forum for Federal agencies advocating a collaborative approach to solving issues within the Missouri River basin.

The goal of the Federal agencies represented in MRBIR is to seek opportunities for collaboration, coordination, and communication; 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 MRBIR can facilitate more comprehensive or efficient interagency efforts than would normally be beyond the scope of a single agency.

MRBIR uses a “collective impact” approach to solving complex societal problems. “Collective impact” postulates that no single agency can address a complex problem alone and seeks to leverage relationships and resources to benefit ecosystem functions, coordinated emergency response, and basin communities. The collective impact approach promotes an integrated, holistic interagency approach to identifying issues that merit Federal involvement facilitated with MRBIR engagement.

**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 resource inventories, mapping, and other items to eliminate duplicative efforts wherever possible;
  - c. sharing agency best 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 socioeconomic values and needs of the basin's natural resources; and
  - g. garnering Federal focus and fiscal support toward the enhancement of natural resources.
2. The organizational structure of the MRBIR will include an Executive Committee composed of agency signatories to this MOU or their formal senior-level designees; a Planning Committee composed of selected agency staff; a Neutral Facilitation Team (see Appendix C); general

membership composed of agency staff serving as agency contacts; and temporary work groups, established as necessary to address specific issues. A “Lead Agency” will be identified to chair the Executive and Planning Committees for a one-year term, in rotation with the other signatory agencies of this Memorandum of Understanding (MOU) (Appendix A). Details of the organizational structure and operations of the MRBIR follow:

- a. The Executive Committee and general membership constituting the MRBIR will generally meet two times per year, toward the beginning and later parts of the calendar year. There is an expectation for signatory agency participation in all meetings. The Executive Committee Chair (or other designated Executive) will contact any agency Executive whose agency is not represented at two consecutive Executive meetings. Meetings are intended to provide a venue for signatory agencies to share agency priorities, 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 (see Appendix A) and the Planning Committee, a member agency may also serve as the host/sponsor for a specific meeting.
- b. The procedure for filling a Chair and Vice Chair position will occur annually. The Chair will be identified by the representative(s) of the designated Lead Agency (per the rotation schedule in Appendix A); and a Vice Chair will be identified by the representative(s) of the agency that follows the new “Lead Agency” on the rotation list. Typically, the Chair and Vice Chair positions are filled by SES-level appointees (or senior-level designees with comparable decision authority), who will serve for a period of one year, generally assuming the role at the closure of the winter meeting. After serving as Vice Chair for one year, it is anticipated that the Vice Chair will then become the Chair. 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 will be updated as needed by the Planning Committee. SES-level Executive appointees from each agency are encouraged at a minimum to attend at least one meeting every two years, each meeting when serving in the Chair position, and at least the summer meeting when serving as Vice Chair.
- c. The primary responsibility of the Chair/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 the MRBIR membership regarding upcoming conference calls and meetings; serving as moderator for Executive Committee meetings and conference calls; and acting as Chair at Executive Committee and general membership meetings. The Lead Agency is expected to enter into a funding agreement (prior to beginning of their term, and ideally before the end of the fiscal year preceding their term) to secure the Neutral Facilitation Team to provide the services outlined in item g, below, or to notify the MRBIR Executive Committee if funding constraints are anticipated. The cost of these services is approximately \$60,000, and is split between the Chair/Lead Agency and Vice Chair, wherein the Chair agency funds \$40,000, the Vice Chair funds \$20,000.
- d. The Vice Chair will assist the Chair with their duties and be in line for succession to the Chair/Lead Agency position. When the Vice Chair assumes the Chair position, a new Vice Chair will be identified as described in item b, above. If a Chair/Lead Agency is unable to serve for the entire one-year term, the standing Vice Chair will assume the Chair position for the remainder of the term and a new Vice Chair will be selected by the Executive Committee to serve the remainder of the term. The Vice Chair should prepare their agency to enter into a funding agreement with the Neutral Facilitation Team at least three months prior to beginning of, their subsequent term as Vice Chair to secure the services outlined in item g, below, or notify the MRBIR Executive Committee if funding constraints are anticipated.

- e. If, any given year, the National Center does not receive the full annual fees, the National Center will work with the Chair, Vice-Chair, and other MRBIR agencies, to determine the appropriate level of activity with available funds.
- 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 Chairs/Lead Agencies for the MRBIR; have oversight responsibility for the MRBIR website (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 Chair who will be designated by, shall serve the same term, and be from the same agency as the then current MRBIR Chairperson. On occasion, or as necessary due to schedule conflicts or other commitments that may arise, the designated Planning Committee representative may be delegated by their respective agency executive to assume the senior role during the MRBIR face-to-face executive meetings. This, to the extent possible, should be the exception and not the normal tendency.

The Planning Committee may include representatives of non-signatory agencies, as deemed beneficial to the mission and purpose of MRBIR or any of its priorities. The Planning Committee Chair shall approve and coordinate invitations for participation by non-signatory agencies.

- g. The Neutral Facilitation Team will provide: ongoing consultation and advice regarding collaborative, consensus-building process design and implementation; facilitation and coordination support to the MRBIR Planning Committee Chair and members, including facilitation of Planning Committee calls and one-on-one discussions related to developing a vision/work plan for the MRBIR as well as agenda development and facilitation support for the MRBIR Chair and Vice-Chair for the bi-annual MRBIR Executive meetings; operational support of the MRBIR, including: maintenance of the MRBIR website; meeting documentation and call summaries reflecting key agreements and action items; and logistical support for MRBIR meetings, such as securing meeting room space and related tasks.
- h. Temporary working groups or subcommittees composed of representatives of member agencies may be established by the Executive Committee to develop specific products or projects. Each temporary working group or subcommittee will have a Team Leader who will report to the Executive Committee. The Federal Working Group (FedWG), previously established by the MRBIR, and operating under the auspices of the Missouri River Recovery Implementation Committee (MRRIC) will continue pursuant to the terms of the 2008 Addendum to the then existing MRBIR Charter (Appendix D). NOTE: While MRRIC membership is still strongly encouraged, this updated MOU releases the MRBIR signatories from the requirement in the 2008 Addendum to designate an agency representative for MRRIC. The FedWG will continue to be the primary mechanism for communicating issues and concerns between MRRIC and the MRBIR. However, it is recognized that the current geographic scope of MRRIC may limit the interest or applicability of some Federal agencies or programs.

- i. Subject to the agreement of the Executive Committee, which may include the consideration of additional associated funding support and the availability of appropriations, additional facilitation assistance may be arranged by the Executive Committee for temporary working groups, subcommittees, or to assist the Executive Committee and Planning Committee in carrying out the terms of this MRBIR MOU.
  - j. Other Federal agencies interested in seeking opportunities to collaborate on issues within the Missouri River basin are welcome to join the MRBIR. Signatories may be added by requesting an addendum (Appendix B) from any MRBIR representative and returning the signed document to the MRBIR Chair. Signed addendums will be attached to this MOU and new signatories will be added to the Leadership Rotation in Appendix A, following the term of the currently serving Vice Chair's agency.
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 and appropriations, and must be independently authorized by appropriate statutory authority under separate written agreements.
4. This MOU 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 Antideficiency Act, 31 U.S.C. § 1341 and § 1342, nothing in this MOU, 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 MOU 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 MOU may be terminated by any party upon thirty (30) days written notice to the Chair. Unless terminated under the terms of this paragraph, this MOU will remain in full force and effect until modified in accordance with this paragraph or, as otherwise agreed, by the parties to this MOU.
7. This MOU 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 MOU 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 MOU reflects the general intent of the agencies to cooperate in the promotion of the MRBIR. This MOU is not a binding commitment by any of the agencies to take any action in the future.
10. This MOU was first signed in and established in July 2002. The document will be reviewed by all signatory agencies identified herein at least every five years, and re-established as necessary for continued relevancy and focus.

#### **MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE**

## APPENDIX A – DRAFT MRBIR Leadership Rotation

Below is a listing to date of Federal agencies that have served as the Lead Agency and provided the Chair and Vice Chair for the MRBIR. A rotation schedule for future MRBIR leadership responsibility is also below:

### Past Service

1996 – 1997	Chair, National Park Service
1998	Chair, Bureau of Indian Affairs
1999	Chair, U.S. Fish and Wildlife Service
2000	Chair, Bureau of Land Management
2001 – 2002	Chair, U.S. Army Corps of Engineers
2003 – 2004	Chair, U.S. Geological Survey
2005	Chair, Bureau of Reclamation
2006	Chair, Environmental Protection Agency
2007	Chair, Bureau of Indian Affairs
2008	Chair, U.S. Fish and Wildlife Service
2009	Chair, U.S. Army Corps of Engineers
2010	Chair, U.S. Geological Survey (Vice Chair, Bureau of Reclamation)
2011	Chair, Bureau of Reclamation (Vice Chair, Natural 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 – 2029 MRBIR Chair Rotation Schedule**

<b>Year</b>	<b>Chair</b>	<b>Vice-Chair</b>
2018	National Park Service	VACANT
2019	NOAA (with funding provided by National Park Service)	U.S. Geological Survey
2020	U.S. Geological Survey	U.S. Army Corps of Engineers
2021	U.S. Army Corps of Engineers	Bureau of Land Management
2022	Bureau of Land Management*	Bureau of Reclamation
2023	Bureau of Reclamation*	Natural Resources Conservation Service
2024	Natural Resources Conservation Service	U.S. Fish and Wildlife Service
2025	U.S. Fish and Wildlife Service	Bureau of Indian Affairs
2026	Bureau of Indian Affairs	U.S. Environmental Protection Agency
2027	U.S. Environmental Protection Agency	Western Area Power Administration
2028	Western Area Power Administration	National Park Service
2029	National Park Service	U.S. Geological Survey

\* BLM and USBR will swap Chair roles in 2022/2023, but funding schedule remains unchanged.

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Signature below represents that the signatory has read the MRBIR MOU and its appendices and assents to the participation of their agency in the MRBIR in accordance with the terms of the MOU. Signatures also reflect the signing agencies' intent to assist the MRBIR in achieving its goals and to provide support in attaining the MRBIR vision as outlined in the MOU.

**BUREAU OF RECLAMATION**

Brent C Esplin

Regional Director

Name

Title

**BRENT ESPLIN**

Digitally signed by BRENT ESPLIN  
Date: 2022.02.04 09:05:23 -07'00'

Authorized Signature

Date

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**NATURAL RESOURCES CONSERVATION SERVICE**

Carrie Lindig

Acting Regional Conservationist - Central

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Name

Title

*Carrie Lindig*

2/8/2023

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Authorized Signature

Date




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**U.S. DEPARTMENT OF TRANSPORTATION**

Mrs. Branden Leay Villalona	Director, Inland Waterways Gateway Office
_____ Name	_____ Title
 _____ Authorized Signature	14 April 2022 _____ Date

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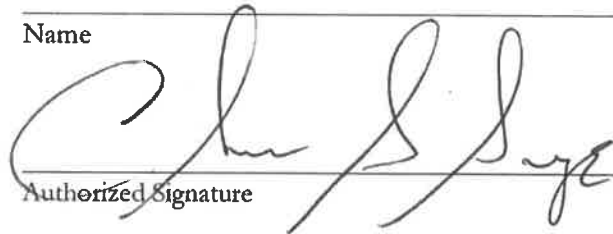
**U.S. FOREST SERVICE**

Christopher S Savage

Northern Region Renewable Resources Director

Name

Title



8/25/2022

Authorized Signature

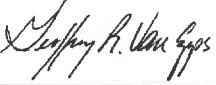
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**U.S. ARMY CORPS OF ENGINEERS**

Geoffrey R. Van Epps, Colonel, Corps of Engineers	Division Commander
Name	Title
	12 Feb 2022
Authorized Signature	Date

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VANEPPS.GEOFFREY.RYAN.1149204381  
Date: 2022.02.12 20:25:49 -08'00'

**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE  
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**NATIONAL PARK SERVICE**

Herbert C. Frost	Regional Director, Interior Regions 3,4,5
_____ Name	_____ Title
<b>HERBERT FROST</b> Digitally signed by HERBERT FROST Date: 2022.01.28 14:56:56 -06'00'	<b>28 January 2022</b>
_____ Authorized Signature	_____ Date

**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE  
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**ENVIRONMENTAL PROTECTION AGENCY**

Jeffery Robichaud

Director, Water Division, USEPA Region 7

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Name

Title

**JEFFERY ROBICHAUD**

Digitally signed by JEFFERY ROBICHAUD  
Date: 2022.02.14 12:58:05 -06'00'

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Authorized Signature

Date

**APPENDIX B – New Signatory Addendum**

**ADDENDUM**

**To The  
Missouri River Basin Interagency Roundtable  
Memorandum of Understanding**

The Missouri River Basin Interagency Roundtable (MRBIR) is a forum for Federal agencies advocating a collaborative approach to solving issues within the Missouri River basin.

The MRBIR Memorandum of Understanding (MOU) reflects the general intent of the signatory agencies to cooperate in promoting the MRBIR and is not intended as a binding commitment by any of the agencies to take any action in the future.

By signing this addendum, the signatory below represents that they have read the MRBIR MOU and its appendices and hereby assents to the participation of their agency in the MRBIR in accordance with the terms of the MRBIR MOU. The signature below also reflects the signatory's intent, and the continued intent of their agency, to assist the MRBIR in achieving its goals and to provide support in attaining the MRBIR vision as provided for in the MRBIR MOU - and indicates consent to be added to the leadership rotation schedule in Appendix A (following the agency of the currently serving Vice Chair).

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Agency

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Jennifer A. Lacey

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Acting Midcontinent Regional Director

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Name

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Title

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**JENNIFER  
LACEY**

Digitally signed by JENNIFER LACEY  
Date: 2022.01.26 17:24:23 -0600

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Signature

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Date

**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE  
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**WESTERN AREA POWER ADMINISTRATION**

Lloyd A. Linke                      Senior Vice President and UGP Regional Manager

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Name

Title

**Lloyd A. Linke**

Digitally signed by Lloyd A. Linke  
Date: 2022.02.03 10:23:31 -06'00'

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Authorized Signature

Date

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**U.S. FISH AND WILDLIFE SERVICE**

Matt Hogan

Acting Regional Director

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Name

Title

MATTHEW HOGAN

Digitally signed by MATTHEW HOGAN  
Date: 2022.02.01 12:35:16 -0700

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Authorized Signature

Date



**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE  
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**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

Robert S. Webb

Director, NOAA Physical Sciences Laboratory

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Name

Title

WEBB.ROBERT.STABLER.1365824254

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Date: 2022.02.01 09:04:28 -07'00'

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Authorized Signature

Date



**MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE  
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**BUREAU OF INDIAN AFFAIRS**

**Timothy LaPointe**

**Regional Director, Great Plains**

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Name

Title

**TIMOTHY LAPOINTE**

Digitally signed by TIMOTHY LAPOINTE

Date: 2022.06.13 15:20:55 -05'00'

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Authorized Signature

Date

## APPENDIX C - Neutral Facilitation Team

As this partnership of Federal agencies with rotating leadership operates through the collective impact framework, the support of a Neutral Facilitation Team is needed as the “backbone organization” to provide the continuity and staffing necessary to support overarching aspects of the MRBIR, including process design, convening, facilitation, mediation, meeting documentation, and a central information repository.

Since 2005, these services have been provided by the National Center for Environmental Conflict Resolution (National Center) \*, which also assists the Federal agencies, tribes, states, and stakeholders that make up the Missouri River Recovery Implementation Committee (MRRIC). As a part of that effort and under separate agreement the National Center also provides impartial facilitation support to the MRRIC Federal Working Group, which was established as a working group under the MRBIR. The National Center (Neutral Facilitation Team) is funded each year via Interagency Agreement with the incoming Lead Agency for a portion of their services for the MRBIR (approximately \$60,000 annually) and donates significant additional resources, as a Federal agency partner in the MRBIR. In providing impartial assistance, the National Center will deliver these services directly due to the MRBIR group being exclusive to Federal agency staff only.

The scope of work for the neutral facilitation of the MRBIR follows:

Facilitation and Coordination of the MRBIR Planning Committee - The Neutral Facilitation Team shall facilitate MRBIR planning committee discussions to help the group identify and exchange information about opportunities for collaboration on Missouri River activities in support of the MRBIR MOA. This task includes facilitation of Planning Committee calls and one-on-one discussions related to developing a vision/work-plan for the MRBIR as well as agenda development for the bi-annual MRBIR Executive Meetings. Travel to MRBIR Executive Meetings is anticipated with this task. It is assumed that the MRBIR Chair or Vice Chair shall lead the MRBIR executive meetings.

Operational support of the MRBIR - The Neutral Facilitation Team shall provide operational support of the MRBIR and the Planning Committee such as:

- MRBIR meeting documentation and call summaries reflecting key agreements and action items;
- logistical support for MRBIR meetings such as securing meeting room space and related tasks; and
- website maintenance (currently: <http://projects.ecr.gov/mrbir/>) to include the following at a minimum: current MOU, Executive Members, MRBIR Contacts, Planning Committee Members, and a directory of Native American coordinators.

NOTE: The Lead Agency has primary responsibility of ensuring the accuracy and completeness of information published on the MRBIR website. The Planning Committee has secondary responsibility for this website. Each agency will provide the current web master updated information for the website, as appropriate.

Project Management - The Neutral Facilitation Team shall provide ongoing oversight, coordination, consultation, and project management support of this project. The MRBIR Chair or his/her designee shall be kept informed of the budget status throughout the project. The Neutral Facilitation Team shall also be available to address any issues or concerns that may arise regarding the impartiality and/or performance of the contracted third-party neutrals.

Notification - The Neutral Facilitation Team shall notify the Lead Agency of any problems that may delay the completion of work associated with this agreement.

*\*Neutral facilitation services may be provided by or through another entity, upon agreement of the Executive Committee.*

## APPENDIX D - 2008 MRBIR Charter Addendum

### ADDENDUM TO MISSOURI RIVER BASIN INTERAGENCY ROUNDTABLE MEMORANDUM OF UNDERSTANDING CONCERNING FEDERAL AGENCY PARTICIPATION IN THE MISSOURI RIVER RECOVERY IMPLEMENTATION COMMITTEE

#### I. PARTIES

The Missouri River Basin Interagency Roundtable (MRBIR) was established by Federal agencies with activities within the Missouri River watershed as a forum to seek opportunities for collaboration, coordination and communication. To carry out the goals of the MRBIR a Memorandum of Understanding (MOU) was entered into by participating agencies in 2005 which established an organizational structure for MRBIR to assist the Federal participants in working collaboratively to attain these goals.

Pursuant to the 2005 MOU the federal agencies participating in MRBIR established a working group to assist in the development of a charter for a basin-wide committee, the Missouri River Recovery Implementation Committee (MRRIC), which would assist the regional Federal agencies in carrying out responsibilities related to the implementation of the Federal Endangered Species Act (ESA) and Section 5018 of the Water Resources Development Act of 2007 (Section 5018 of WRDA 2007 - Attachment A). The MRRIC Charter has now been approved by the Secretary of the Army (Attachment B). The purpose of this addendum to the 2005 MOU is to specifically address the coordination of the Federal agencies' participation in MRRIC by participating MRBIR members, as well as any other federal agency, who has been designated, or that may be designated in the future, as a member of MRRIC by the Secretary of the Army (MRRIC Federal Agencies).

This Addendum to the MRBIR Memorandum of Understanding (MOUAddendum) is entered into among the MRRIC Federal Agencies set forth below acting through their regional, state, or other designated representative. The parties to this MOU Addendum hereby agree to coordinate their efforts to implement the provisions of the MRRIC Charter and the terms of this MOU.

U.S. Army Corps of Engineers, Department of the Army  
U.S. Fish and Wildlife Service, Department of the Interior  
Western Area Power Administration, Department of  
Energy  
Environmental Protection Agency  
National Park Service, Department of Interior  
Natural Resource Conservation Service, Department of Agriculture  
Bureau of Reclamation, Department of the Interior  
Bureau of Indian Affairs, Department of the Interior  
Federal Highways Administration, Department of Transportation  
Maritime Administration, Department of Transportation  
National Oceanic and Atmospheric Administration, Department of Commerce  
U.S. Forest Service, Department of Agriculture

U.S. Geological Survey, Department of Interior

**II. BACKGROUND**

A. The U.S. Fish and Wildlife Service has listed several Missouri River Basin species of fish and wildlife as threatened or endangered under the auspices of the ESA. These include the species of concern to MRRIC: the least tern, piping plover and the pallid sturgeon (listed species). Pursuant to Section 7 of the ESA, Federal agencies are to utilize their authorities in furtherance of the purposes of the ESA by carrying out programs for the conservation of listed species and to ensure that any action authorized, funded, or carried out by each agency is not likely to jeopardize the continued existence of any listed species or adversely modify or destroy critical habitat.

B. In addition to the listing of the threatened and endangered species, the U.S. Fish and Wildlife Service has published formal recovery plans for the least tern, piping plover and pallid sturgeon pursuant to Section 4(f) of the ESA. The recovery strategy set forth in these documents will guide the cooperative efforts of the MRRIC Federal Agencies to take steps to recover these listed species in the Missouri River Basin.

C. Under Section 5018 of WRDA 2007, the Secretary of the Army is responsible for establishing MRRIC. Membership of the committee is to include, but not be limited to federal agencies. The committee is to be responsible for:

1. Providing guidance to the Secretary and any affected Federal agency, State agency, or Indian tribe, with respect to a study to be conducted under subsection (a)(1), Section 5018 of WRDA 2007. This study shall determine actions required –
  - o To mitigate losses of aquatic and terrestrial habitat
  - o To recover federally listed species under the ESA, and
  - o To restore the ecosystem to prevent further declines among other native species;
2. Providing guidance to the Secretary with respect to the Missouri River recovery and mitigation plan in existence on the date of enactment of WRDA 2007, including recommendations related to:
  - i. Changes to the implementation strategy from the use of adaptive management.
  - ii. Coordination of the development of consistent policies, strategies, plans, programs, projects, activities, and priorities for the Missouri River recovery and mitigation plan;
  - iii. Exchange of information regarding programs, projects, and activities of the agencies and entities represented on the Committee to promote the goals of the Missouri River recovery and mitigation plan.

- iv. Establishment of such working groups as the Committee determines to be necessary to assist in carrying out the duties of the Committee, including duties relating to public policy and scientific issues;
- v. Facilitate the resolution of interagency and intergovernmental conflicts between entities represented on a Committee associated with the Missouri River recovery and mitigation plan;
- vi. Coordination of scientific and other research associated with the Missouri River recovery and mitigation plan; and
- vii. Annual preparation of a work plan and associate budget requests.

### **III. PURPOSE**

The purpose of this MOU Addendum is to ensure the effective implementation and coordination of Federal activities and positions concerning the conservation of the listed species and in coordinating their respective agency efforts with MRRIC. To the extent practicable and permissible within the authorities of each agency involved, the MRRIC Federal Agencies will seek to develop a unified and consistent position regarding Federal agency endorsement of substantive MRRIC recommendations. To this end, the MRRIC Federal Agencies agree to:

- Carry out their responsibilities as a member of the MRRIC in accordance with the MRRIC Charter and this MOU Addendum;
- Work together to achieve a unified and consistent Federal position on MRRIC matters;
- Coordinate the execution of their trust and treaty responsibilities to Native American tribes, and their respective responsibilities under the Endangered Species Act, the Clean Water Act, NEPA, and other applicable laws, as they relate to the conservation of the fish and wildlife resources of the Missouri River Basin;
- Coordinate cost analyses and funding issues;
- Integrate programs to monitor and evaluate progress toward established goals;
- To the extent practicable and permissible, share biological data concerning listed species and base recommendations on common scientific information;
- Share information, technology, expertise, and resources as practicable;
- Evaluate and adapt existing processes to avoid duplicating efforts;
- Maximize efficient use of funds;
- Coordinate Federal activities related to the conservation of listed Missouri River Basin listed species with the related efforts of state, tribal, and local governments and entities, including MRRIC and the coordination of the agencies' public involvement and tribal consultation processes; and,
- Annually document progress in effecting the recovery plans through the MRRIC process.

#### **IV. ORGANIZATIONAL STRUCTURE**

##### **A. Representation on MRRIC**

Each signatory agency will designate their MRRIC Federal Member. This may be identical to the MRBIR Regional Executive for that Federal agency, or may be delegated to a senior staff member of that agency. The MRRIC Federal Member will be responsible for overseeing the activities needed to affect the purposes of this MOU Addendum and coordination with MRRIC.

Each MRRIC Federal Member will be responsible for communicating to his or her agency any agreements made and actions undertaken by the MRRIC Federal Agencies. MRRIC Federal Members will also be responsible for carrying through on the actions that pertain to and are agreed to by his or her agency.

Each MRRIC Federal Agency will commit as much time as is reasonably required for the business of MRRIC, and each agency will bear all costs of its representative's participation. From time to time, as may be required and agreed to by the respective Regional Executives, one or more of the MRRIC Federal Agencies may provide administrative staff and office space to support the activities covered by this MOU Addendum.

The MRRIC Federal Agencies will develop such procedures and understandings as are required for them to operate effectively and efficiently as a group, including, but not limited to, procedures for setting meeting times and agendas, selecting a chair or facilitator, summarizing meeting results, and attendance of alternative agency representatives.

##### **B. MRRIC Federal Working Group**

Each MRRIC Federal Agency agrees to designate one or more representatives as a member(s) of the MRRIC Federal Working Group (FWG). The MRRIC FWG will work under the general direction of, and provide information to, their respective MRRIC Federal Member. Each MRRIC Federal Agency will ensure that their representative(s) to the FWG commit as much time to the business of the FWG as is reasonably required, and each agency will bear the costs of its representatives on the FWG.

The MRRIC FWG will assist the MRRIC Federal Members in affecting the purposes of this MOU Addendum and carrying out the terms of the MRRIC Charter, insofar as they pertain to the coordination of MRRIC Federal Agency actions and the coordination with MRRIC including cost analyses and funding issues, data management, program progress and other matters which may be appropriate.



### **C. Issue Resolution**

For any substantive MRRIC recommendation, the MRRIC FWG will attempt to develop a draft unified federal position, which will then be provided to the MRRIC Federal Members for consideration. In the event that members of the MRRIC FWG are not able to agree to a draft unified and consistent Federal agency position on a substantive MRRIC matter, they may request a discussion of options with the MRRIC Federal Members in an attempt to find an acceptable position. If the issue cannot be resolved at the MRRIC Federal Member level it could be elevated to the MRRIC MRBIR Executives for decision.

### **D. Other Work Groups or Committees**

The MRRIC Federal Members may establish other standing or ad hoc work groups, committees, or teams from time to time as they deem appropriate to support the activities of MRRIC.

### **E. Logistical and Administrative Support for MRRIC**

The Northwestern Division, U.S. Army Corps of Engineers will be primarily responsible for providing the funding, administrative and logistical support necessary to support the activities of MRRIC. Other MRRIC Federal Agencies may also be requested to contribute funds to support the activities of MRRIC, particularly as the activities of MRRIC may involve the programs, actions or activities of those agencies. The logistical and administrative support to be provided by the Northwestern Division shall include:

1. Maintaining information on the nature, functions, and operations of the committee and its members.
2. Records maintenance to include those that disclose the nature and extent of MRRIC activities and the disposition of any funds and other resources made available to it, including minutes of meeting and recommendations of the committee.
3. Coordinate the release of any committee records in accordance with the Freedom of Information Act and AR 25-55.
4. Such other duties as may be assigned by the Corps' MRRIC Federal Member.

## **V. COORDINATION OF GOVERNMENT-TO-GOVERNMENT NATIVE AMERICAN TRIBAL CONSULTATIONS**

The MRRIC Federal Agencies shall coordinate their efforts in carrying out government-to-government tribal consultations on matters pertaining to the establishment of MRRIC and on activities to be undertaken by the MRRIC Federal Agencies as a result of the MRRIC process.

## **VI. MISCELLANEOUS PROVISIONS**

The participation by each MRRIC Federal Agency in the actions and activities covered under this MOU Addendum is contingent upon the availability of future appropriations or funding. Nothing in this MOU Addendum, in and of itself, obligates the parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation.

This MOU Addendum is neither a fiscal nor a funds obligation document. Any obligation or expenditure of funds by the parties in furtherance of the goals of this MOU Addendum will be handled in accordance with applicable laws, regulations and procedures.

This MOU Addendum does not delegate any authority or responsibility established by law. Nor does it limit the discretion, alter or affect the statutory and other legal rights of parties, including any rights to legal remedies, or the authorities, responsibilities, or obligations of the parties under relevant laws. Also, it does not create any right to any type of administrative review nor create any new right to judicial review or any other right or benefit or trust responsibility, substantive or procedural, enforceable, by a party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

Further, if the processes and procedures of the MRRIC Federal Members or MRRIC itself would delay the implementation of any actions for which a MRRIC Federal Agency is obligated under law, that agency reserves the right to proceed with fulfilling those obligations in such manner as it deems appropriate or necessary.

Nothing in this MOU Addendum is intended to affect or impair tribal treaty rights or the trust responsibilities of the signatory MRRIC Federal Agencies.

This MOU Addendum may be amended only with the agreement of all of the MRRIC Federal Agencies that have executed it and remain parties thereto at the time of amendment. Additional federal agencies may become party to this MOU Addendum subsequent to the date of the original agreement by designation as a member of MRRIC by the Secretary of the Army and by executing this agreement on behalf of their agency.

This MOU Addendum will become effective when it is executed by at least three federal agencies, two of whom are the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service. This MOU Addendum will remain in effect until terminated by agreement of the agencies that have executed it. Any agency may unilaterally terminate its participation in this MOU Addendum upon 30 days written notice to the other signatory agencies.

**/SIGNATURES/**