

# Appendix L

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## MEMORANDUM OF AGREEMENT

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# Memorandum of Agreement Appendix L

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES FISH AND WILDLIFE SERVICE  
AND  
THE DEPARTMENT OF THE ARMY  
FOR  
UPPER MISSISSIPPI RIVER RESTORATION ENVIRONMENTAL MANAGEMENT PROGRAM  
CLARENCE CANNON NATIONAL WILDLIFE REFUGE  
HABITAT REHABILITATION AND ENHANCEMENT PROJECT  
POOL 25, UPPER MISSISSIPPI RIVER  
PIKE COUNTY, MISSOURI**

## **1. PURPOSE**

The purpose of this memorandum of agreement (MOA) is to establish the relationships, arrangements, and general procedures under which the U.S. Fish and Wildlife Service (USFWS) and the Department of the Army (DOA) will operate in constructing, operating, maintaining, repairing, rehabilitating, and replacing the Clarence Cannon National Wildlife Refuge Habitat Rehabilitation and Enhancement Project (HREP) separable element of the Upper Mississippi River Restoration – Environmental Management Program (UMRR-EMP).

## **2. BACKGROUND**

Section 1103 of the Water Resources Development Act of 1986, Public Law 99-662, 33 U.S.C. 652, authorizes construction of features for the purpose of enhancing fish and wildlife resources in the Upper Mississippi River System. The project area (outlined in red on Exhibit A) is managed by the USFWS and is on land managed as a national wildlife refuge. Under conditions of Section 906(e) of the Water Resources Development Act of 1986, Public Law 99-662, 33 U.S.C. 2283 (e), all construction costs of those fish and wildlife features for the Clarence Cannon National Wildlife Refuge HREP are 100 percent Federal, and pursuant to Section 107(b) of the Water Resources Development Act of 1992, Public Law 102-580, 33 U.S.C. 652(e)(7)(A), all costs of operation and maintenance for the Clarence Cannon National Wildlife Refuge HREP are 100 percent Federal.

## **3. GENERAL SCOPE**

The project to be accomplished pursuant to this MOA shall consist of rehabilitating and improving fish and wildlife habitat in Pool 25 of the Mississippi River. The project involves construction of a setback berm, exterior berm degrade, installation of a pump station and interior water control structures, interior berm removals, restoration of historic meanders and reforestation. The project is located on the right descending bank of the Mississippi River between river miles 261.1 through

263.8. The features would be constructed to improve habitat conditions for resident and migratory fish and wildlife that use the area.

#### **4. RESPONSIBILITIES**

A. DOA is responsible for:

- 1) Construction: Construction of the project features to include necessary stabilization and vegetation measures.
- 2) Major Rehabilitation: The Federal share of any mutually agreed upon rehabilitation of the project that exceeds the annual operation and maintenance requirements identified in the Definite Project Report and that is needed as a result of specific storm or flood events.
- 3) Construction Management: Subject to and using funds appropriated by the Congress of the United States, and in accordance with Section 906(e) of the Water Resources Development Act of 1986m Public Law 99-662, 33 U.S.C. 2283(e), DOA will construct the Clarence Cannon National Wildlife Refuge HREP as described in the Definite Project Report/Environmental Assessment, dated [INSERT DATE], applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The USFWS will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. If DOA encounters potential delays related to construction of the project, DOA will promptly notify USFWS of such delays.
- 4) Maintenance of Records: The DOA will keep books, records, documents, and other evidence pertaining to costs and expenses incurred in connection with construction of the project to the extent and in such detail as will properly reflect total costs. The DOA shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of construction of the project and resolution of all relevant claims arising therefrom, and shall make available at its offices, at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the USFWS.

B. USFWS is responsible for operation, maintenance, replacement, rehabilitation and repair (OMRR&R): Upon completion of construction as determined by the District Engineer, St. Louis, the USFWS shall accept the project and shall operate, maintain, and repair the project in accordance with Section 107(b) of the Water Resources Development Act of 1992, Public Law 102-580, 33 U.S.C. 652(e)(7)(A). DOA will develop an OMRR&R Manual for the project and will provide the Manual to USFWS at project completion and turnover.

#### **5. MODIFICATION AND TERMINATION**

This MOA may be modified or terminated at any time by mutual agreement of the parties. Any such modification or termination must be in writing. Unless otherwise modified or terminated, this MOA

shall remain in effect for a period of no more than 50 years after initiation of construction of the project.

**6. REPRESENTATIVES**

The following individuals or their designated representatives shall have authority to act under this MOA for their respective parties.

USFWS:           Regional Director  
                    U.S. Fish and Wildlife Service  
                    Federal Building  
                    1 Federal Drive  
                    Fort Snelling, MN 55111-4056

DOA:             District Engineer  
                    U.S. Army Corps of Engineers, St. Louis  
                    1222 Spruce Street  
                    St. Louis, MO 63103-2833

**7. EFFECTIVE DATE OF MOA**

This MOA shall become effective when signed by the appropriate representatives of both parties.

**THE DEPARTMENT OF ARMY**

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

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Christopher G. Hall  
Colonel, U.S. Army  
District Commander

Thomas O. Melius  
Regional Director  
U.S. Fish and Wildlife Service

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

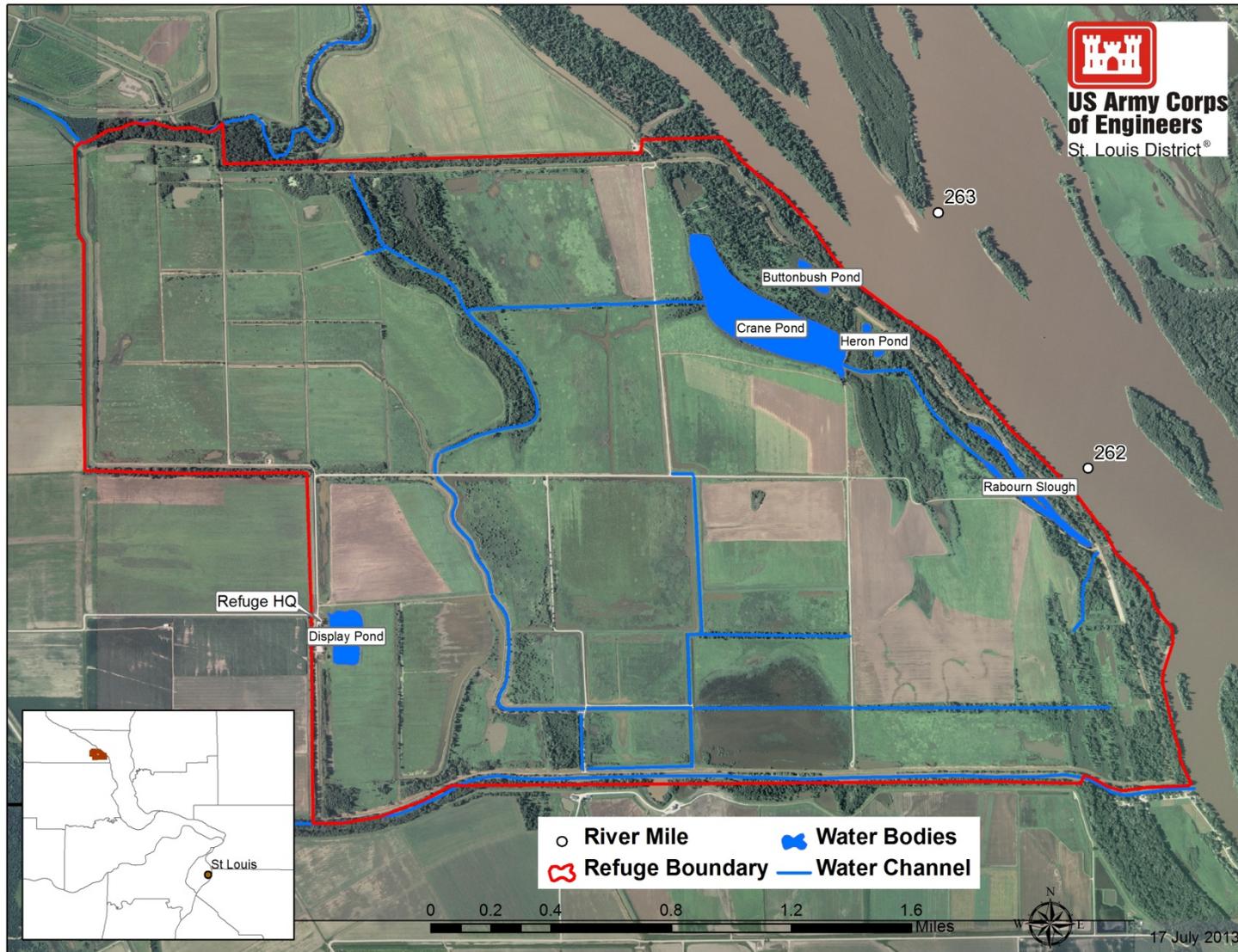


EXHIBIT A

CLARENCE CANNON NATIONAL WILDLIFE REFUGE  
HABITAT REHABILITATION AND ENHANCEMENT PROJECT  
MEMORANDUM OF AGREEMENT

CERTIFICATION OF REVIEW

The Memorandum of Agreement for the Clarence Cannon National Wildlife Refuge Habitat Rehabilitation and Enhancement Project, Pike County, Missouri, is in compliance with the Model Agreement prescribed by CENCD-PE-PD-PD directive of 30 March 1993.

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Office of Counsel

DATED: \_\_\_\_\_

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