

# Appendix K

## Memorandum of Agreement

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# **Memorandum of Agreement**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES FISH AND WILDLIFE SERVICE  
AND  
THE DEPARTMENT OF THE ARMY  
FOR  
UPPER MISSISSIPPI RIVER RESTORATION PROGRAM  
HARLOW ISLAND  
HABITAT REHABILITATION AND ENHANCEMENT PROJECT  
MIDDLE MISSISSIPPI RIVER  
JEFFERSON COUNTY, IL**

## **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 (DA) will operate in constructing, operating, maintaining, repairing, rehabilitating, and replacing the Harlow Island Habitat Rehabilitation and Enhancement Project (HREP) separable element of the Upper Mississippi River Restoration Program (UMRR).

## **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 green 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 Harlow Island 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 Harlow Island HREP are 100 percent Federal. Section 509(a) of the Water Resources and Development Act of 1999, Public Law 106-53, made several adjustments to the program and established the planning, construction, and evaluation of fish and wildlife habitat restoration and enhancement projects (known as Habitat Rehabilitation and Enhancement Projects (HREPs)) and the long-term resource monitoring, computerized data inventory and analysis, and applied research (known collectively as Long Term Resource Monitoring Program (LTRMP)) as continuing authorities.

### 3. GENERAL SCOPE

The project to be accomplished pursuant to this MOA shall consist of rehabilitating and improving fish and wildlife habitat in the Middle Mississippi River. The project involves dredging of a side channel, construction of a sediment deflection berm, construction of depressional wetlands, and reforestation. The project is located on the right descending bank of the Mississippi River between river miles 103.5 through 105.5. The features would be constructed to improve habitat conditions for resident and migratory fish and wildlife that use the area.

### 4. RESPONSIBILITIES

A. DA 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 Draft Feasibility 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), DA will construct the Harlow Island HREP as described in the Feasibility Report/Environmental Assessment, 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 DA encounters potential delays related to construction of the project, DA will promptly notify USFWS of such delays.
- 4) Maintenance of Records: The DA 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 DA 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). DA will develop an OMRR&R Manual with participation of USFWS for the project and access easement 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

DA:               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

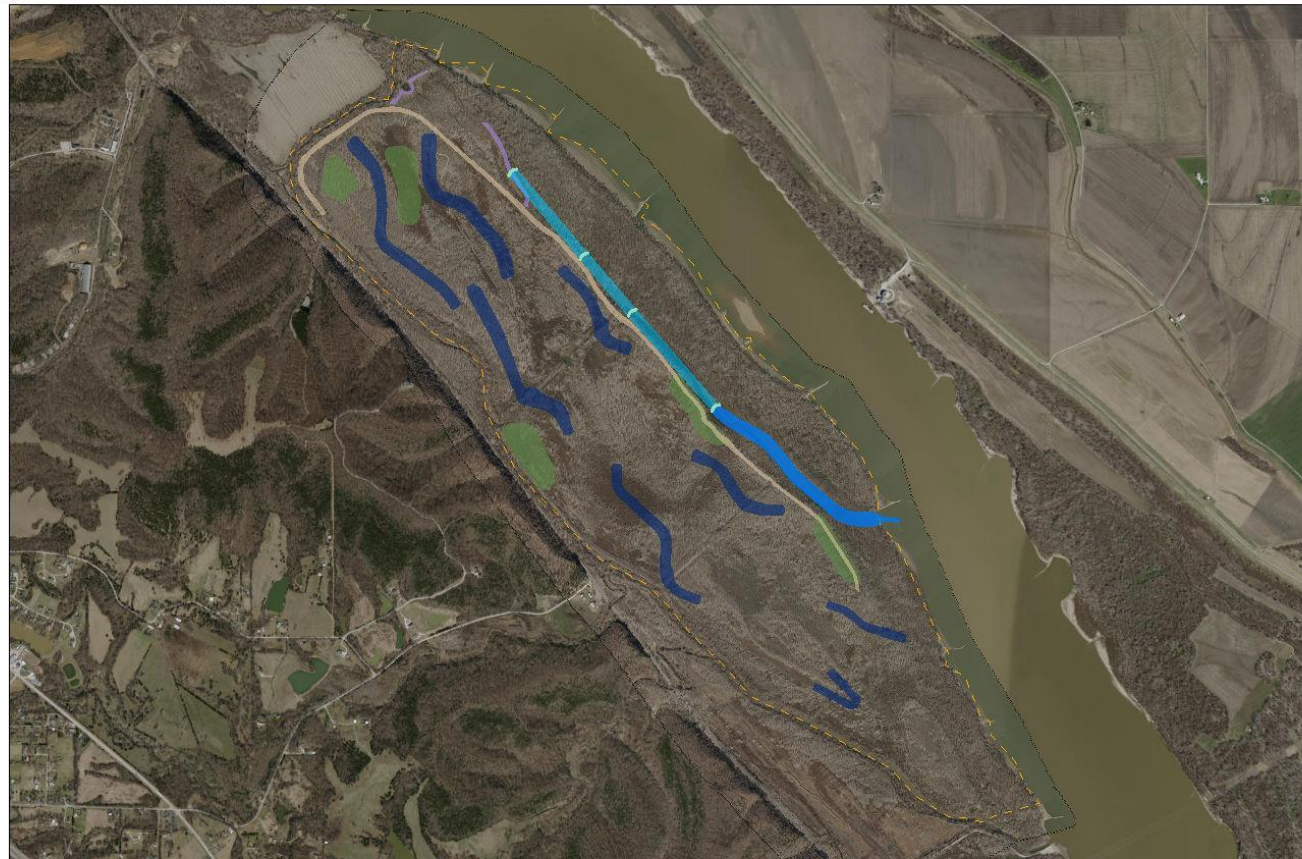
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BRYAN K. SIZEMORE  
COL, EN  
Commanding

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

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

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

# Harlow Island Tentatively Selected Plan



## Harlow Island Habitat Rehabilitation & Enhancement Project

- Structures
- Excavated Backwater
- Potential Backwater
- Swales
- Berm
- Ridges
- Borrow Area
- Harlow Boundary

## Location Map



DISCLAIMER: While the United States Army Corps of Engineers, St. Louis District (USACE) has made every effort to ensure the accuracy of the map and associated data, it should be noted that USACE does not warrant, represent, or guarantee, either express or implied, as to the content, accuracy, or completeness of the data. The USACE, its officers, agents, employees, or consultants shall not be liable for any damages, including consequential damages, arising from the use of the map and associated data. The USACE, its officers, agents, employees, or consultants shall not be liable for any damages, including consequential damages, arising from the use of the map and associated data. The USACE, its officers, agents, employees, or consultants shall not be liable for any damages, including consequential damages, arising from the use of the map and associated data.

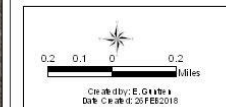


EXHIBIT A

