

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Members of the Southeast Natural Resources Leaders Group**

**NATIONAL PARK SERVICE  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
U.S. ARMY CORPS OF ENGINEERS  
TENNESSEE VALLEY AUTHORITY  
U.S. FOREST SERVICE  
NATIONAL MARINE FISHERIES SERVICE  
DEPARTMENT OF DEFENSE  
U.S. FISH AND WILDLIFE SERVICE  
U.S. GEOLOGICAL SURVEY  
FEDERAL HIGHWAY ADMINISTRATION  
BUREAU OF OCEAN ENERGY MANAGEMENT  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is entered into this 25th day of May 2016, by and among the National Park Service, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, Tennessee Valley Authority, U.S. Forest Service, National Marine Fisheries Service, Department of Defense, U.S. Fish and Wildlife Service, U.S. Geological Survey, Federal Highway Administration, Bureau of Ocean Energy Management, Federal Emergency Management Agency and Natural Resources Conservation Service (Parties) acting through their undersigned representatives (Principals), for the purpose of furthering their common commitment to cooperate in ways that support their respective missions and programs and to share information about fulfilling their respective agency mandates and resource management responsibilities.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

1. The Parties are federal agencies with responsibilities that include natural resource conservation, land management, regulatory activities, planning, transportation, and scientific research. Pursuant to their respective statutory authorities and their varied missions, the Parties carry out various programs that further the conservation and development of natural, cultural, and economic resources within the southeast region of the United States. The geographic coverage of the Parties encompasses all or portions of thirteen states: Texas, Louisiana, Arkansas, Mississippi, Alabama, Georgia, Florida, South Carolina, Tennessee, North Carolina, Virginia, Kentucky and Oklahoma and two territories: the U.S. Virgin Islands and Puerto Rico.

2. The Parties are members of the Southeast Natural Resources Leaders Group (SENRLG). The SENRLG is a group of regional federal agencies with natural resource conservation and management responsibilities in the southeastern United States. Though the SENRLG first was established in 1995 under Interagency Agreement No. IA-5000-5-9514/Cooperative Agreement No. CA-5000-5-9028 (1995 SENRLG Agreement), its member agencies had been engaged in cooperative management efforts for more than a decade before then. As early as 1984, the Regional Directors and Administrators of various federal agencies began regular coordination of activities within the southeast region for the common interests of resources held in the public

trust. The agency officials recognized that the region is one of the most suitable areas in the nation for developing a model of cooperative natural and cultural resource management because of its unique and globally significant natural ecosystem and its wealth of expertise.

3. As recited in the 1995 SENRLG Agreement the original member agencies agreed to promote the wise use of the area's renewable resources, to increase environmental awareness of the general public, to encourage environmentally compatible economic development, to support and encourage continuing research helpful to the maintenance and understanding of the region's resources, and to embark upon a process which ensured the sharing and circulation of the results of regional research efforts. The Agencies desire to further the objectives stated in the 1995 SENRLG Agreement to the extent permitted by their respective legal authorities and consistent with their respective agencies' missions. Participation in the SENRLG enhances the ability of the Parties to:

- Support, encourage, and undertake cooperative resource management, adaptive management, and research initiatives.
- Promote partnership opportunities with state and local governments and other entities that enhance regional resource management and conservation activities, and promote sustainable community development.
- Utilize limited federal resources more effectively.
- Achieve more comprehensive communications with and support from the public and Congress.
- Educate the public about the importance of the rich natural and cultural heritage of the southeast region.

4. The SENRLG is continuing its commitment to the common purpose of fulfilling agency missions in ways that support conservation and restoration of important natural resources, and ecologically sustainable development.

5. The SENRLG operates through the regional Principals of the Parties, and an Executive Committee that is responsible for coordinating the meetings and joint activities of the member agencies. The SENRLG Principals and the Executive Committee each operate with a rotating Chair that includes all agencies. The chair of the executive committee is from the same agency as the chair of the Principals. The rotations are reviewed annually by the Executive Committee and changed as needed by a simple majority vote of the members.

6. In 2003, representatives of the Parties articulated the following guiding principles and the Principals agree that it is in the best interest of the Parties to continue to:

- Treat each other with dignity and respect
- Recognize and respect differing perspectives and mandates while building upon common interests.
- Increase communications and learning to overcome challenges that result from differing perspectives and mandates.
- Ensure responsive, coordinated federal processes and decision-making, thereby demonstrating a standard for "good government" that produces better overall results for our citizens and their environment.
- Resolve issues within the region to the maximum extent possible.

- Seek to integrate agency programs, resources, and capabilities to maximize federal responsiveness.
- Lead, coordinate, and innovate to produce more effective outcomes with greater efficiency.

## ARTICLE II – AUTHORITY

The Parties enter into this MOU under their respective authorities, including as set forth below:

National Park Service	Organic Act, 54 U.S.C. 100101(a), 100301, <i>et. seq.</i>
U.S. Army Corps of Engineers	Water Resources Development Act of 1990, Pub. L. 101-640 (33 U.S.C. 2316) § 306
Tennessee Valley Authority	Tennessee Valley Authority Act of 1933, <i>as amended</i> , 16 U.S.C. §§ 831ee (2006 & Supp. III 2009)
U.S. Forest Service	16 U.S.C. Chapter 3
Federal Highway Administration	23 U.S.C. §§103, 109, 133, 134, 135, and 139
U.S. Environmental Protection Agency	Section 102(2)(G) of NEPA, 42 U.S.C. § 4332(2) (G)
U.S. Fish and Wildlife Service	Fish and Wildlife Coordination and Recovery Act. 16 U.S.C. 661 <i>et seq.</i>
U.S. Geological Survey	43 U.S.C. § 36c; DOI Appropriations Act for 1987
National Marine Fisheries Service	Fish and Wildlife Coordination and Recovery Act. 16 U.S.C. 661 <i>et seq.</i>
Department of Defense	Sikes Act (16 U.S.C., 670)
Bureau of Ocean Energy Management	Outer Continental Shelf Lands Act. 43 U.S.C. §§1331-1356.
Natural Resources Conservation Service	Soil Conservation and Domestic Allotment Act of 1936
Federal Emergency Management Agency	Homeland Security Act of 2002, as amended, 6 U.S.C § 112

## ARTICLE III – STATEMENT OF PURPOSE

1. The Parties agree to continue to develop their working relationship through regular meetings, seminars and workshops.
2. The Parties will act within the scope of legal authorities applicable to their respective agencies and in a manner consistent with their respective agencies' missions in pursuing the following goals:
  - a. Establish and nurture collaborative interagency relationships that lead to sustainable healthy ecosystems, wise economic growth, and preservation of cultural values across the southeast;
  - b. Focus agency programs and resources toward collaborative initiatives that enhance and protect natural resources, and educate citizens on their importance;
  - c. Communicate cooperative accomplishments that emphasize the ecological, cultural and economic values and needs of the southeast;
  - d. Identify key environmental, development, procedural and policy issues related to natural resource management and conservation in the southeast; and,
  - e. Support, encourage, and undertake cooperative resource management, adaptive management, and research initiatives.

3. The Parties will cooperate to develop a land management ethic that recognizes the importance of ecologically sound management of natural and cultural resources.

#### ARTICLE IV – TERM OF AGREEMENT

This MOU will be effective for a period of five years from the date of final signature.

#### ARTICLE V – KEY OFFICIALS

The names and signatures of the Principals are in Article VIII, below. The contact information for the Principals and the Executive Committee members is in the attached Appendix A, which the Chair of the Executive Committee will update annually on an as needed basis. The attachment to this MOU includes a list of each party's Principals, technical/programmatic, and administrative/financial contacts.

During the term of this MOU the composition of the SENRLG may change. In the event that the Parties agree it is appropriate for another Federal agency to join the SENRLG under this MOU, such agency will be provided a supplemental signature page for execution, and the Chair of the Executive Committee will provide a copy of the signature page to each of the other Parties, along with pertinent contact information to be included in the next update of Appendix A. Any Party may terminate its participation in SENRLG and this MOU by providing thirty (30) days advance notice to the other Parties. Should disagreements arise on the interpretation of the provisions of this MOU or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

#### ARTICLE VI – MODIFICATION

This MOU may be modified only by a written instrument executed by the Principals or their duly authorized representatives.

#### ARTICLE VII – ADMINISTRATIVE PROVISIONS

No agency funds may be obligated under this MOU, thus nothing in this agreement may be construed to obligate the Parties to any current or future expenditure of resources. This MOU does not commit any Party to enter into any contract or other binding obligation and does not limit any Party's statutory authority.

The cooperative management and coordination of activities fostered under this MOU is expected to continue generating opportunities for regional initiatives or projects. Using separate agreements, member agencies may carry out collaborative projects that fit within their respective agency missions. Projects would be carried out under an agency's authorities. The details governing such projects will be set forth in appropriate instruments depending on the nature of the project. To the extent that a project will require the transfer of federal funds, property or services, the Parties participating in the project will utilize appropriate instruments as authorized by law.

This MOU in no way restricts or requires participation of the Parties in similar activities or arrangements with other public or private agencies, organizations or individuals.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this MOU, against any Party, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Parties. [END]

**ARTICLE VI - KEY OFFICIALS SIGNATURES**

**IN WITNESS HEREOF**, the parties hereto have signed their names and executed this agreement.

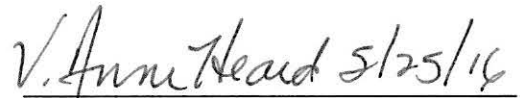
**NATIONAL PARK SERVICE**

  
Stan Austin (Date) 5/25/16  
Regional Director

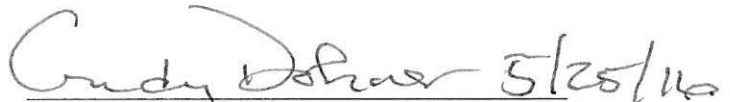
**U.S. ARMY CORPS OF ENGINEERS**

  
BG, C. David Turner (Date) 5/25/16  
Commander, South Atlantic Division

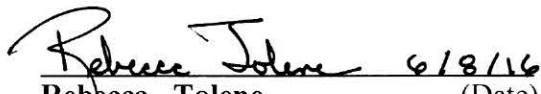
**U.S. ENVIRONMENTAL PROTECTION AGENCY**

  
V. Anne Heard (Date) 5/25/16  
Deputy Regional Administrator


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

  
Cindy Dohner (Date) 5/25/16  
Regional Director


**TENNESSEE VALLEY AUTHORITY**

  
Rebecca Tolene (Date) 6/18/16  
V.P. Natural Resource Stewardship

**U.S. GEOLOGICAL SURVEY**

  
Marge Davenport (Date) 5/25/16  
Deputy Regional Director

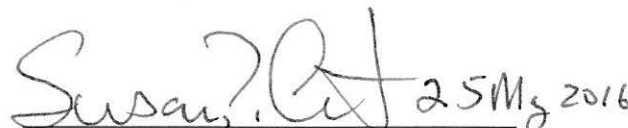
**U.S. FOREST SERVICE**

  
Tony Tooke (Date) 07/11/2016  
Regional Forester


**NATIONAL MARINE FISHERIES SERVICE**

  
Roy E. Crabtree, Ph.D. (Date) 5/25/16  
Regional Administrator

**DEPARTMENT OF DEFENSE**

  
Susan P. Gibson (Date) 25 May 2016  
Regional Environmental Coordinator

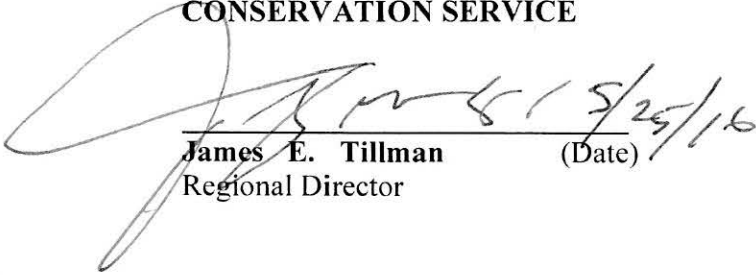
**FEDERAL HIGHWAY ADMINISTRATION**

  
Derrell E. Turner (Date) 7/28/16  
Director of Field Services - South

**ARTICLE VI - KEY OFFICIALS SIGNATURES**

IN WITNESS HEREOF, the parties hereto have signed their names and executed this agreement.

**NATURAL RESOURCES  
CONSERVATION SERVICE**



James E. Tillman (Date) 5/25/16  
Regional Director

**BUREAU OF OCEAN ENERGY  
MANAGEMENT**



Barry Obiol (Date) 5/25/16  
Deputy Regional Director

**FEDERAL EMERGENCY  
MANAGEMENT AGENCY**



Gracia B. Szczech (Date) 5/25/16  
Regional Administrator