

**MEMORANDUM OF AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS,  
THE FEDERAL HIGHWAY ADMINISTRATION, AND  
THE MISSISSIPPI TRANSPORTATION COMMISSION  
REGARDING  
INTER-AGENCY FUNDING FOR EXPEDITED REVIEW OF  
DEPARTMENT OF THE ARMY PERMIT APPLICATIONS FOR  
FEDERAL-AID TRANSPORTATION PROJECTS IN MISSISSIPPI**

**THIS MEMORANDUM OF AGREEMENT** is entered into by the **U.S. ARMY CORPS OF ENGINEERS** (USACE), represented by the Great Lakes and Ohio River, Mississippi Valley, and South Atlantic Division Commanders, and by the Memphis, Mobile, Nashville, New Orleans, and Vicksburg District Commanders; the **FEDERAL HIGHWAY ADMINISTRATION** (FHWA), represented by the Mississippi Division Administrator; and, the **MISSISSIPPI TRANSPORTATION COMMISSION**, represented by the Executive Director of the Mississippi Department of Transportation (MDOT).

**WHEREAS**, in 2008, the parties entered into a "Cooperative Agreement Between the United States Army Corps of Engineers (USACE), Federal Highway Administration (FHWA), and the Mississippi Department of Transportation (MDOT) relative to Interagency Funding for the Department of the Army Permit Process on Federal-Aid Transportation Projects in Mississippi;" and

**WHEREAS**, the said Cooperative Agreement expires on September 30, 2016; and

**WHEREAS**, the parties wish to continue inter-agency funding for purposes set forth in the said Cooperative Agreement and in this Memorandum of Agreement; and

**WHEREAS**, the parties agree that sufficient changes in circumstances warrant adoption of this Memorandum of Agreement, rather than extension of the said Cooperative Agreement; and

**WHEREAS**, the parties agree that continuation of an inter-agency funding mechanism of the kind set forth in this Memorandum of Agreement serves the interest of each and the public interest and fulfills relevant requirements of accountability, impartiality, and transparency; and

**WHEREAS**, section 214 of the Water Resources Development Act of 2000, as amended by section 1006 of the Water Resources Reform and Development Act of 2014, codified in 33 U.S.C. § 2352, provides that the Secretary of the Army, after public notice, may accept and expend funds contributed by a non-Federal public entity to expedite evaluation of permit applications from that entity related to public projects or activities falling under Army regulatory jurisdiction; and

## **MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

**WHEREAS**, public notice of a decision to accept and expend funds under this section 214 was published on August 10, 2016, as shown in Attachment A hereto; and

**WHEREAS**, all Federal-aid projects undertaken by MDOT, and by entities that receive federal-aid funds from MDOT (hereafter referred to as "authorized sub-recipients"), frequently require Department of the Army permits under section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 403, and section 404 of the Clean Water Act, 33 U.S.C. § 1344; and

**WHEREAS**, the State of Mississippi, for Department of the Army permitting purposes, falls under the jurisdiction of five USACE districts: Nashville, in the Great Lakes and Ohio River Division; Memphis, New Orleans, and Vicksburg, in the Mississippi Valley Division; and Mobile, in the South Atlantic Division; and

**WHEREAS**, the parties agree that it would continue to serve the interest of each and the public interest if a single USACE district, i.e., the Vicksburg District, remained responsible for permitting all Federal-aid projects undertaken by MDOT throughout Mississippi; and

**WHEREAS**, the parties agree that the Vicksburg District must continue to have supplemental staff for expedited processing of Department of the Army permit applications from MDOT and its authorized sub-recipients, without which the timeframes for review of permit applications from other applicants would be adversely affected; and

**WHEREAS**, the parties agree that continuation of supplemental staff in the Vicksburg District would serve the purpose of improving the customary processing time for permit applications submitted by MDOT and its authorized sub-recipients; and

**WHEREAS**, FHWA agrees that MDOT may use federal-aid project funds to provide supplemental staff to the Vicksburg District in the manner and for purposes and priorities contained in this Memorandum of Agreement; and

**WHEREAS**, the parties agree that MDOT and its authorized sub-recipients have, and are reasonably likely to continue to have, sufficient work needing Department of the Army permits so as to warrant funding the employment, in the Vicksburg District Regulatory Branch, for the duration of this Memorandum of Agreement, of one full-time person possessing the knowledge, skills, and abilities identified in Attachment B hereto.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties undertake as follows:

## MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI

### I. Agency Responsibilities.

#### A. MDOT.

1. MDOT will obtain federal-aid project funds sufficient to cover, on a year-by-year or longer basis, the elements of cost listed in Article I.2 (a) through (d), below, the total annual amount of which, reimbursable to USACE, may not exceed \$250,000. Since FHWA and MDOT are prohibited by law from reimbursing for goods or services in advance, the Vicksburg District will bill MDOT monthly for allowable costs incurred in the preceding month.

2. The reimbursable elements of cost are:

(a) Salary and employee benefits for a GS-13, adjusted annually.

(b) Actual burdened overhead rate for the Vicksburg District, including:

- (i) Effective Rate;
- (ii) Departmental Rate;
- (iii) General Administrative Rate; and
- (iv) Other, as appropriate.

(c) Training, travel, and per diem, as per the Joint Travel Regulation.

(d) Use of USACE motor vehicle(s), unless MDOT provides transportation, including fuel.

3. MDOT will transmit funds to USACE electronically, according to instructions provided by the Vicksburg District.

4. MDOT will review billings submitted by the Vicksburg District for expenses incurred under Article I.B.1, below. If MDOT disagrees with a billing, a meeting to clarify same will be conducted, upon request, within 10 working days. MDOT and the Vicksburg District will negotiate in good faith to reach resolution of any disputed amount(s).

5. MDOT and the Vicksburg District will meet, as needed, at mutually agreeable times, to establish and adjust priorities and to evaluate the accomplishment of work.

## MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI

### B. USACE.

1. The Vicksburg District, following U.S. Government, Army, and USACE hiring and employment laws and rules, will supplement its Regulatory Branch staff by hiring one person with the knowledge, skills, and abilities described in Attachment B; provided, that adequate funds are available from MDOT to cover for at least 1 year the elements of cost listed in Article I.A.2, above. For the second and subsequent years of the term of this Memorandum of Agreement, supplemental staff will be continued or re-hired if adequate funds are likewise available from MDOT.

2. The Vicksburg District will dedicate the supplemental staff hired under this Memorandum of Agreement to permit applications submitted by MDOT and its authorized sub-recipients, as per Article II, below. Other duties to be performed by such supplemental staff include administrative and training functions required of other similarly situated employees in the Vicksburg District Regulatory Branch. Examples of duties that supplemental staff will perform include, but are not limited to: application intake review; permit database entry; correction of drawings; jurisdictional determinations; jurisdictional delineation verification; functional or conditional assessment verification; public scoping meetings; site visits; preparation of public notices; drafting correspondence; conducting public interest review; preparation of draft permit decision documents; engineering, technical, legal, and policy analyses; real estate evaluation; risk analysis; technical writing; coordination activities; technical contracting, and programmatic tool development and improvement; acquisition of Geographic Information System (GIS) data; pre-application conferences; and, early coordination activities for environmental impact assessment.

3. A term and condition of the employment of the supplemental staff hired under this Memorandum of Agreement is a daily time record of all work performed by such person, *viz.*, that performed on permit applications submitted by MDOT and its authorized sub-recipients and all other work. The Vicksburg District will keep, and provide to MDOT and FHWA, upon request, accurate accounting records of all receipts and disbursements under this Memorandum Agreement. Such records will be retained for a period of at least 3 years after a final accounting is submitted to MDOT. The records are auditable under the Single Audit Act, 31 U.S.C. § 7501 *et seq.*

4. The Vicksburg District will participate in meetings with MDOT and FHWA for all purposes required by this Memorandum of Agreement.

5. Once adequate funding is arranged for the first year, the Vicksburg District will fill the supplemental staff position expeditiously.

## **MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

6. In the event of disagreement over a billing, the Vicksburg District will negotiate in good faith towards reconciliation of the disputed amount(s). Work on permit applications submitted by MDOT and its authorized sub-recipients will continue, despite any such dispute(s), so long as adequate funding exists for the remainder of the current year.

7. The Vicksburg District will develop internal procedures to perform its functions under this Memorandum of Agreement, including those pertaining to acceptance and expenditures of and accounting for funds under the said section 214, and will implement and oversee the inter-district procedures in Attachment C hereto.

8. In making decisions on permit applications the Vicksburg District will act impartially, according to law. All final permits and decision documents will be reviewed and approved, in writing, by a responsible official at least one level above the decision maker.

9. Funds will be expended solely to expedite review and approval of permit applications or authorization requests, and to administer this Memorandum of Agreement. Funds will not be expended for review of decision-maker decisions. If contracts are used to develop decision documents, such documents shall be drafts only, subject to review and adoption by the Vicksburg District before a final decision is made. Funds may also be expended to hire contractors to conduct site visits, prepare technical documents (including draft environmental evaluation documents), review drafts of technical or environmental evaluation documents, and prepare regional general permits for use by the MDOT and its authorized sub-recipients.

### **C. FHWA.**

1. FHWA, as allowed by 23 U.S.C. § 139 (j), will, throughout the term of this Memorandum of Agreement, subject to the availability of appropriations, provide funding to MDOT sufficient to cover the reimbursable elements of costs detailed in Article I.A.2, above.

2. FHWA will participate in meetings and other activity essential to effective and efficient implementation of this Memorandum of Agreement.

### **II. Coordination.**

A. MDOT will establish annual priorities for the work to be performed by USACE under this Memorandum of Agreement, which it may adjust, as needed. The Vicksburg District will direct the efforts of its supplemental staff according to these priorities.

## **MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

B. MDOT and USACE will coordinate their efforts collaboratively, to carry out the purposes and priorities of this Memorandum of Agreement, optimizing direct staff engagement and minimizing formal meetings.

C. While the primary focus of USACE supplemental staff effort will be expediting review of permit applications submitted by MDOT and its authorized sub-recipients, such staff may also perform other related tasks including but not limited to:

1. Attending pre-application meetings, interagency meetings, internal MDOT project coordination meetings, and public meetings;
2. Participating in scoping meetings and 404 merger meetings;
3. Assisting MDOT in explaining USACE policies, procedures, and practices to other federal, state, and local entities;
4. Commenting on project alternatives, mitigation plans, and biological assessments;
5. Developing and implementing programs to increase the efficiency of MDOT's environmental decision-making processes, statewide wetland banking program, and transportation project permit evaluations;
6. Assisting MDOT in providing appropriate training to MDOT personnel on USACE permits;
7. Assisting MDOT and its authorized sub-recipients to identify and delineate wetlands and to monitor and inspect wetlands and mitigation sites; and
8. Participating on the MDOT environmental review and evaluation team.

D. Funds provided to the Vicksburg District under this Memorandum of Agreement shall not be used to cover the cost of administrative expenses related to real property transactions, including the drafting, negotiating, or issuing of necessary real estate instruments; or the cost of enforcement activities.

E. USACE, MDOT, and FHWA representatives will meet at least once a year, presumptively in the last quarter, to discuss this Memorandum of Agreement, e.g., the next year's priorities, unless by mutual agreement a decision is made to forego such meeting.

## MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI

F. USACE, MDOT, and FHWA representatives will also meet, within 3 months of the date that the supplemental staff first reports for duty, to discuss improvements and efficiencies in any aspect of this Memorandum of Agreement, with a view to recommending refinements.

### III. Performance Objectives.

#### A. For USACE.

1. The primary objective of the Vicksburg District is to expedite review of permit applications submitted by MDOT and its authorized sub-recipients, according to priorities established by MDOT, in an accountable, impartial, and transparent manner.

2. Direct the efforts of supplemental staff hired under this Memorandum of Agreement to improve customary processing time for permit applications from MDOT and its authorized sub-recipients, especially in regard to nationwide permits.

3. Inform MDOT and its authorized sub-recipients, if applicable, whether permit application evaluation may exceed standard USACE evaluation times for reasons such as endangered species consultation, controversial public interest factor examination, and litigation.

4. Issue individual permits within timeframes prescribed by regulation, unless otherwise precluded.

5. Publish monthly on the Vicksburg District Regulatory webpage information on all final permit decisions and on all nationwide, general, and regional verifications.

#### B. For MDOT.

1. Following guidance provided by USACE supplemental staff, prepare and submit complete and correct permit applications for all types of permits.

2. Following guidance provided by USACE supplemental staff and comments made by other federal and state environmental regulators with jurisdiction, modify or withdraw permit applications as may be best suited under the circumstances to meet the requirements of applicable law.

**MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

IV. General Terms.

A. Length of Agreement. The obligations of the parties commence on October 1, 2016 and expire on September 30, 2019, unless this Memorandum of Agreement is extended or terminated, as provided in Article IV.B or C, below.

B. Modification and Extension. This Memorandum of Agreement may be modified or extended only by further written agreement of the parties; provided that any extension or extensions, individually or collectively, expire on or before September 30, 2025.

C. Termination.

1. This Memorandum of Agreement may be terminated by MDOT or by USACE by giving 60 days or more advance written notice to the points of contact identified in Article IV.D, below. The sole grounds for termination under this provision are that USACE or MDOT, after receiving notice and having been given not less than 90 days to remedy a material breach, has not substantially fulfilled its responsibilities under this Memorandum of Agreement.

2. Alternatively, MDOT or USACE may terminate this Memorandum of Agreement for any reason, by giving 120 days (or another mutually agreeable number of days) advance written notice.

3. In the event of termination, MDOT and USACE will promptly determine how all activity under this Memorandum of Agreement will be curtailed and a final accounting will be produced.

D. Points of Contact. The representatives of the parties are:

MDOT:

Title: Executive Director  
Address: Mississippi Department of Transportation  
Post Office Box 1850, Jackson, MS 39215-1850  
Tel: (601) 359-7002  
Fax: (601) 359-7050  
  
Incumbent: Ms. Melinda McGrath  
E-mail: [mmcgrath@mdot.ms.gov](mailto:mmcgrath@mdot.ms.gov)

**MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

**USACE:**

Title: Regulatory Branch Chief  
Address: Vicksburg District, US Army Corps of Engineers  
4155 Clay Street, Vicksburg, MS 39183-3435  
Tel: (601) 631-5721  
Fax: (601) 631-5459  
  
Incumbent: Ms. Jennifer A. Mallard  
E-mail: jennifer.a.mallard@usace.army.mil

**FHWA:**

Title: Division Administrator  
Address: Mississippi Division,  
Federal Highway Administration  
100 West Capitol Street, Suite 1026,  
Jackson, MS 39296  
Tel: (601) 965-4215  
Fax: (601) 965-4231  
  
Incumbent: Mr. Andrew Hughes  
E-mail: andrew.hughes@fhwa.dot.gov

E. In performing any act under this Memorandum of Agreement, the parties will abide by Executive Order 11246 and will not discriminate against any person because of age, race, color, religion, sex, or national origin. USACE will ensure that supplemental staff are employed without regard to age, race, color, religion, sex, or national origin.

F. No member of or delegate to Congress, and no appointed transportation official or commissioner, shall be admitted to any share or part of the funds covered by this Memorandum of Agreement or any benefit that may arise therefrom.

G. All contracts to be developed and awarded in connection with or relation to activities performed under this Memorandum of Agreement, including all designs, plans, specifications, estimates, construction, utility relocation work, right-of-way acquisition procedures, acceptance of work and procedures in general, shall at all times conform to applicable federal and state laws, rules, regulations, orders and approvals, including procedures and requirements relating to labor standards, equal employment opportunity non-discrimination, compliance with the American with Disabilities Act, anti-solicitation, information, auditing and reporting requirements.

## MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI

### H. Continuation of Existing Responsibilities.

1. The parties act independently in performing their respective functions under law, regulation, and this Memorandum of Agreement. No party or employee thereof is a representative, agent, or employee of any other party, to include supplemental staff hired by USACE.

2. This Memorandum of Agreement shall in no way abrogate the parties' duty to comply with the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*; the Fish and Wildlife Coordination Act, 16 U.S.C. § 661 *et seq.*; the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*; and, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, or any other federal law or regulation.

I. For purposes of this Memorandum of Agreement a year is the period from October 1 to September 30.

J. This Memorandum of Agreement is executed in triplicate original, one of which will be retained by FHWA, one by MDOT, and one by the Vicksburg District.

K. Nothing in this Memorandum of Agreement shall be construed to require any party to obligate or expend funds in violation of applicable federal or state law.

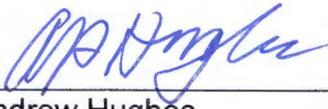
L. Each party is responsible for communicating its purposes, procedures, issues, and accomplishments to the public, and for the release of records of which it is the custodian under applicable federal and state law. Each party, to the extent practicable, will give the other reasonable advance notice of public statements and information releases regarding work contemplated, undertaken, or completed under this Memorandum of Agreement.

M. If any provision of this Memorandum of Agreement is determined by competent authority to be invalid or unenforceable, the remaining provisions shall continue in force to the fullest extent permitted by law.

N. In the event of a dispute between or among them, not resolved under Article I.B.6, above, each party will use its best efforts to resolve the dispute through direct communication at the signatory level, or to use another form or forms of non-binding alternative dispute resolution mutually acceptable to them, before resorting to judicial or other legal remedies. The USACE signatory level official for this purpose is Commander, Vicksburg District.

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DEPARTMENT OF THE ARMY PERMIT APPLICATIONS FOR  
FEDERAL-AID TRANSPORTATION PROJECTS IN MISSISSIPPI**



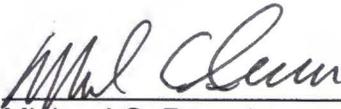
Andrew Hughes  
Mississippi Division Administrator  
Federal Highway Administration

Date: 8/15/16



*f2* Melinda McGrath  
Executive Director  
Mississippi Department of Transportation  
*Par 20 Pg 229*

Date: 8/12/16



Michael C. Derosier  
Colonel, Corps of Engineers  
District Commander  
Vicksburg District

Date: 8/19/16

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Michael C. Wehr  
Major General, U.S. Army  
Division Commander  
Mississippi Valley Division

Date: 7 SEP '16

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Michael A. Ellicott  
Colonel, Corps of Engineers  
District Commander  
Memphis District

Date: 1 SEP 2016

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Michael N. Clancy  
Colonel, Corps of Engineers  
District Commander  
New Orleans District

Date: 11 Sept 16

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**TOY.RICHARD.MA**  
**RK.1172324521**

Digitally signed by  
TOY.RICHARD.MARK.1172324521  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=TOY.RICHARD.MARK.1172324521  
Date: 2016.09.16 11:18:55 -04'00'

Date 16 September 2016

R. Mark Toy  
Brigadier General, U.S. Army  
Division Commander, Great Lakes and Ohio River Division  
U.S. Army Corps of Engineers

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Stephen F. Murphy  
Lieutenant Colonel, Corp of Engineers  
District Commander  
Nashville District

Date: 26-AUG-16

**MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

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*C.D.T.*

\_\_\_\_\_  
C. David Turner  
Brigadier General, U.S. Army  
Division Commander, South Atlantic Division  
U.S. Army Corps of Engineers

*19 Sep 16*  
Date \_\_\_\_\_

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James A. DeLapp  
Colonel, Corps of Engineers, U.S. Army  
Commander, Mobile District  
U.S. Army Corps of Engineers

Date 2 16-66



**US Army Corps  
of Engineers**

Vicksburg District  
4155 Clay Street  
Vicksburg, MS 39183-3435  
[www.mvk.usace.army.mil](http://www.mvk.usace.army.mil)

# Special Public Notice

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**Point of Contact:** Mr. Anthony R. Lobred  
**PHONE NO.:** (601) 631-5470  
**FAX NO:** (601) 631-5459  
**E-MAIL:** [Anthony.R.Lobred@usace.army.mil](mailto:Anthony.R.Lobred@usace.army.mil)  
**DATE** August 10, 2016

The purpose of this Public Notice is to inform the general public that the Vicksburg District of the U.S. Army Corps of Engineers (USACE), along with the approval of the Federal Highway Administration (FHWA), has decided to accept and expend funds contributed by the Mississippi Department of Transportation (MDOT), a non-federal public agency, in accordance with section 214 of the Water Resources Development Act of 2000, as amended by section 1006 of the Water Resources Reform and Development Act of 2014, codified in 33 U.S.C. § 2352, provides that the Secretary of the Army, after public notice, may accept and expend funds contributed by a non-Federal public entity to expedite evaluation of permit applications from that entity related to public projects or activities falling under Army regulatory jurisdiction. The purpose of the Memorandum of Agreement (MOA) between the Vicksburg District, FHWA and MDOT is to establish a USACE central point of contact (POC) to expedite and streamline programmatic and project specific authorizations related to state and Federal transportation projects within the State of Mississippi. The locations of these projects within Mississippi fall under the jurisdictional areas of five (5) different USACE districts (Vicksburg, Mobile, Memphis, Nashville and New Orleans) where the POC will be located in the Vicksburg District. The Vicksburg District will handle all aspects of permit review and decision making on permit applications from FHWA or MDOT, to include signature authority for the entire State of Mississippi, unless other arrangements are made on a case-by-case basis.

On December 3, 2008, the Vicksburg District circulated a Special Public Notice announcing its preliminary intent to accept and expend funds contributed by a non-Federal public entity. The Notice also outlined the kinds of activities for which funds would be expended and solicited comments from the general public. The kind of activities for which these funds may be expended include, but are not limited to:

- a. application intake review;
- b. permit database entry;
- c. correction of drawings;

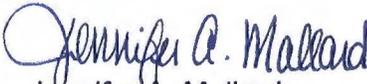
- d. jurisdictional determinations;
- e. jurisdictional delineation verification;
- f. functional or conditional assessment verification;
- g. public scoping meetings;
- h. site visits;
- i. preparation of public notices;
- j. drafting correspondence;
- k. conducting public interest review;
- l. preparation of draft permit decision documents;
- m. engineering, technical, legal, and policy analyses;
- n. real estate evaluation;
- o. risk analysis; technical writing;
- p. coordination activities;
- q. pre-application conferences;
- r. early coordination activities for environmental impact assessment

A series of procedural safeguards has been adopted to ensure that use of the funds will not impact impartial decision-making. These include:

- a. All final permit decisions for cases where these funds are used must be reviewed at least by one level above the decision maker, unless the decision maker is the District Commander.
- b. All final permit decisions for cases where these funds are used will be made available on the Vicksburg District web page.  
<http://www.mvk.usace.army.mil/Missions/Regulatory/WRDATEADOT.aspx>
- c. The Corps will not eliminate any procedures or decisions that would otherwise be required for that type of project and permit application under consideration.
- d. The Corps will comply with all applicable laws and regulations.
- e. Funds will only be expended to provide priority review of the participating non-federal entity's permit application.

The Vicksburg District approved this MOA and certified its compliance with applicable Federal laws and regulations. The agreement and supporting standard operating procedures are effective immediately.

Any questions related to this matter may be directed to the U.S. Army Corps of Engineers, Vicksburg District, Regulatory Branch, ATTN: Anthony R. Lobred, 4155 Clay Street, Vicksburg, Mississippi 39183-3435.

  
Jennifer A. Mallard  
Chief, Regulatory Branch  
Vicksburg District

**MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI**

**ATTACHMENT B**

Professional Standards for Supplemental Staff

One interdisciplinary specialist with education, experience, or a combination of education and experience in engineering, biology, natural resources, or another physical or environmental science suitable for the work to be performed. Extensive working knowledge of section 404 of the Clean Water Act (33 U.S.C. § 1344), section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), the National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), the Endangered Species Act (16 U.S.C. § 1531 *et seq.*), the National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), and the Joint Federal Manual for the Identification and Delineation of Wetlands is essential.

In addition, the employee must be able to travel, occasionally overnight. This employee must be sufficiently qualified to be paid under the Federal General Schedule Pay System at a full performance level of GS-13.

# MEMORANDUM OF AGREEMENT FOR INTER-AGENCY FUNDING, MISSISSIPPI

## ATTACHMENT C

Inter-District Procedures to Implement the Memorandum of Agreement Among the U.S. Army Corps of Engineers, the Federal Highway Administration, and the Mississippi Transportation Commission Regarding Inter-Agency Funding for Expedited Review of Department of the Army Permit Applications for Federal-Aid Transportation Projects in Mississippi

1. Purpose. The purpose of the Memorandum of Agreement is to provide means for the Vicksburg District to act on Department of the Army permit applications from MDOT and its authorized sub-recipients throughout the State of Mississippi. The purpose of these procedures is to provide for inter-district coordination.

2. Points of Contact. Each district will designate a primary point of contact.

a. The Vicksburg District point of contact will be the hiring official for supplemental staff. Additionally, this person will be the primary conduit to the other districts for information on work to be permitted within their boundaries. The Vicksburg District point of contact will meet with representatives of the other four districts and develop methods of inter-district coordination prior to permitting any work within their boundaries. These methods will include addressing impacts of proposed highway projects on USACE facilities and operations. All district points of contact will be invited to inter-agency meetings and other events conducted under this Memorandum of Agreement.

b. The Memphis, Mobile, Nashville, and New Orleans District points of contact will be persons familiar with the Memorandum of Agreement and the USACE Regulatory Program. They will be the first persons contacted by the Vicksburg District on matters pertaining to permit applications within their districts.

3. Responsibilities.

a. Permit Review. The Vicksburg District will handle all aspects of permit review and decision making on applications from MDOT and its sub-recipients everywhere within the State of Mississippi, unless other arrangements are made on a case-by-case basis, as per paragraph 3.b, below. Appropriate coordination, for consistency sake and other purposes, will be made with the Memphis, Mobile, Nashville, and New Orleans Districts prior to Vicksburg District making a decision on applications for activities that will occur within their respective boundaries. The Vicksburg District will ensure that its procedures are consistent with the most current HQ USACE implementation guidance for section 214 agreements, and other laws, regulations, and guidance.

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b. Compliance/Enforcement. The Vicksburg District will be responsible for reviewing issued permits for compliance with permit conditions. The Vicksburg District will also receive and act on after-the-fact permit applications and tolling agreements, in coordination with the district in which unpermitted/unauthorized work occurred. Enforcement action, including decisions for referrals to the U.S. Environmental Protection Agency, for unpermitted/ unauthorized work will be initiated by the district within which it occurred.

c. Mitigation Bank. The Vicksburg District will lead review teams for new mitigation banks proposed by MDOT for its sole use. The Memphis, Mobile, Nashville, and New Orleans Districts will be invited to each meeting, to have a member on the review team, and will be provided copies of all relevant documents and reports. The lead USACE district for other new mitigation banks to be used by MDOT, not on an exclusive basis, will be the district in which the proposed bank is located. The lead district for existing mitigation banks remains the district in which the bank is located.

d. Administrative Appeals. The Vicksburg District, for all permit applications it receives from MDOT or is authorized sub-recipients, will be responsible for appeal processes under 33 C.F.R. part 331. Appeals will be submitted to the commander of the division with jurisdiction over the place in which an appealable action occurred.

e. Elevation under section 404 (q). The Vicksburg District, for all permit applications it receives from MDOT or is authorized sub-recipients, will handle all section 404 (q) cases.

f. ORM 2 Interface. To insure that each district has the ability to effectively implement and monitor the Memorandum of Agreement, all districts will be given access to the other districts' ORM 2 databases and geographic information systems. This will not include the ability to change another district's data. The home district, that is, the district within whose geographic boundaries regulated activity occurred, will report permit decisions in its ORM 2 database.