INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
between the
DEPARTMENT OF THE ARMY
and the
DEPARTMENT OF THE INTERIOR

THIS AGREEMENT is entered into this 16 day of APRIL, 1999 between the Department of the Army, by and through the U.S. Army Corps of Engineers (hereinafter referred to as the "Corps") represented by the District Engineer, Chicago District and the Department of Interior, acting by and through the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service") represented by the Regional Director.

WITNESSTH THAT:

WHEREAS, under the authority of the Rivers and Harbors Act of 1899, 33 U.S.C.§401 et. seq., the Clean Water Act of 1977, as amended, and the Commerce Clause of the United States Constitution, the Corps has primary jurisdiction over all navigable waters of the United States; and,

WHEREAS, under the authority of the U.S. House of Representatives Resolution 4886 and 33 U.S.C. 542 the Corps has initiated a multi-year feasibility study seeking various management alternatives to identify and evaluate measures to comprehensively integrate flood damage reduction and ecosystem restoration within the Kankakee River Basin; and,

WHEREAS, under the authority of the Migratory Bird Conservation Act of 1929, the Fish and Wildlife Act of 1956, the Endangered Species Act of 1973, and the Emergency Wetlands Act of 1986 the Service is the primary federal agency responsible for conserving, protecting, and enhancing America's fish and wildlife resources and their habitats; and,

WHEREAS, under the authority of the National Wildlife Refuge System Improvement Act of 1997 the Service has initiated a multi-year planning process to develop the Grand Kankakee Marsh National Wildlife Refuge; and,

WHEREAS, under the authority of the Fish and Wildlife Coordination Act of 1956, 16 U.S.C. §661 et seq., the Corps and Service desire to enter into this Agreement to promote cooperation and coordination between the parties as they pursue their individual project goals; and,

WHEREAS, both parties are interested in planning for the restoration, preservation, and protection of wetlands and aquatic ecosystems within the Kankakee River Basin; and,

WHEREAS, both parties are interested in increasing the quantity, quality, and diversity of habitats and species within the Kankakee River Basin; and,

WHEREAS both parties are interested in providing the public with additional high quality recreation and environmental education opportunities in the Kankakee River Basin; and,

NOW, THEREFORE, the Corps and the Service agree as follows:

SCOPE OF COOPERATION

A. The Corps and Service shall work, in partnership to develop a comprehensive plan of action that is consistent with reducing flood damage in the Kankakee River Basin and restoring and preserving Service Trust Resources in the Kankakee River Basin.

B. In order to closely coordinate and integrate the goals of the two agencies, the Corps and the Service shall utilize a mutual time line (Exhibit A) tracking the parties joint planning efforts and agree that a staff member will be designated by each agency to participate as an active member of each respective agencies core planning teams. These designated representatives of each agency will participate in the scoping process: plan formulation and analyses, meetings, reviews and other agreement related activities. In addition to the team member's internal review, draft documents of each agency's study will be provided to the other agency for review and comment before being released to the news media or members of Congress. The cost of the individual agencies external review and personnel participation in the team process shall be born by that agency.

SCOPE OF RESPONSIBILTIES

A. The Corps shall be responsible for:

1 The formulation and implementation of plans to reduce flood damage to property, infrastructure, agricultural crops and natural resources with the Kankakee River Basin.

2. Providing a role model for future flood damage reduction projects that concurrently provide flood damage reduction and prevention as well as natural resource benefits.

3. Coordinating and consulting with the Service on impacts to aquatic and terrestrial resources, federally protected species and habitat located within the Kankakee River Basin.

B. The Service shall be responsible for:

1. The formulation and implementation of a comprehensive conservation plan that would:

(a) restore, and enhance all species of animals and plants that are endangered or threatened with becoming endangered.

(b) restore and preserve a natural diversity and abundance of flora and fauna
(c) perpetuate migratory bird resources; and
(d) provide the public with high quality wildlife dependent recreational and educational opportunities, within the Kankakee River Basin.

2. The administration and maintenance of lands and waters designated as the Grand Kankakee Marsh National Wetland Refuge in ways that would not alter drainage patterns that would cause flooding to private lands.

NOTICE:

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed first-class, registered, or certified mail, as follows:

For the Corps:

District Engineer
U.S. Army Corps of Engineers
Chicago District
111 North Canal Street
Chicago, Illinois 60606-7206

For the Service:
Project Manager
Kankakee National Wildlife Refuge
8588 Rt. 148
Marion, IL 62959

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it actually received or seven calendar days after it is mailed.

TRANSFER OF FUNDS AND FINAL AUDIT

In the event that the parties to this Agreement determine that funds should be transferred between the parties, prior to any such funds transfer the parties shall determine that there exists a statutory basis permitting the transfer. Any such funds transfer shall use the appropriate interagency procedures. In the event that funds are

transferred between the parties to this Agreement a final audit shall be conducted not later than thirty (30) calendar days after the termination of this Agreement. The Corps and the Service shall develop procedures, in accordance with federal law and regulation, for keeping books, record, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement.

MODIFICATION AND TERMINATION

The parties to this Agreement shall, by mutual consent, be able to modify this Agreement upon thirty (30) days written notice. This Agreement shall continue in existence until terminated by either the Corps or the Service upon thirty (30) days written notice to the other party. In the event either party elect to terminate this Agreement both parties shall conclude their activities relating to this Agreement and proceed to a final accounting in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date when both the District Engineer and the Regional Director have signed said Agreement.

BY: _____
PETER J. ROWAN, P.E.
District Engineer
United States Army Corps of Engineers
Chicago District

DATE: 16 APR 99

BY: _____
JOHN A. BLANKENSHIP
Assistant Regional Director
United States Department of the Interior
U.S. Fish and Wildlife Service

DATE: 4/16/99