

MEMORANDUM OF UNDERSTANDING

between the
United States Department of Agriculture
and the
United States Army Corps of Engineers

The U.S. Department of Agriculture (USDA) and the U.S. Army Corps of Engineers (USACE), also referred to herein as "Party" or "Parties," agree to establish this memorandum of understanding (MOU) to address jointly waterway issues affecting the movement of agricultural commodities in the United States.

USDA and USACE recognize that U.S. agriculture is an important user of inland waterways in the United States and that adequate waterway transportation services are important to U.S. agriculture. Because of this connection, the two agencies agree to coordinate activities which affect the use of waterway services by U.S. agriculture and the long-term availability of waterway services for U.S. agriculture. This joint effort is intended to eliminate duplicate activities and result in mutually beneficial assistance to each Party's constituencies.

ARTICLE I Authority

This MOU is entered into by authority of the *Agricultural Adjustment Act of 1938* (7 U.S.C. § 1292(c)) and the *Agricultural Marketing Act of 1946* (7 U.S.C. § 1622).

ARTICLE II Scope of Collaborative Activities

Both parties recognize the importance of a safe, efficient, responsive, and competitive inland waterway transportation system that serves the needs of U.S. agriculture in marketing agricultural products and in transporting fertilizers, and other products used by agricultural producers. Both parties also acknowledge that U.S. agriculture is an important user of the U.S. inland waterway system, accounting for over fifty percent of total waterborne commerce on some waterway segments. USACE, which serves as the focal point within the Federal government for matters of inland waterway infrastructure, is interested in agricultural uses of the inland waterway system. USDA, the focal point

within the Federal government on issues related to agriculture and rural development, is interested in the waterway infrastructure policies which are adopted by the USACE, which will influence the future availability of waterway transportation services to agricultural users.

With the importance of agricultural users of the waterway system and the importance of the inland waterway system to U.S. agriculture, future work on long-term agricultural transportation issues can benefit from the expertise, and the resources of both parties working together.

This MOU formalizes a collaborative approach to agricultural transportation issues through the creation of an Inland Waterways Working Group (the IWWG or "working group") between the two agencies. This working group will combine USACE expertise in policy, planning, evaluation, design, and operation of inland waterways infrastructure with USDA's expertise in agricultural production and marketing as well as USDA's understanding of the changing nature of the rural and agricultural economies. The IWWG, will improve communication between the two agencies on agricultural transportation issues. The working group will use, where appropriate, the products of other Federal agencies that relate to agricultural transportation matters. The IWWG, will exercise executive level oversight and monitor the overall use and effectiveness of this MOU through periodic meetings as often as necessary, but not less than twice a year.

In developing its functions and operating procedures, the working group will consider such areas as:

- 1) information sharing;
- 2) joint research and policy analysis;
- 3) outreach to the users and providers of agricultural transportation services; and
- 4) development of joint policy recommendations, where appropriate.

USDA and USACE shall determine the structure and operating procedures of the working group. No recommendations or actions of the working group shall be binding on the parties.

ARTICLE III General Provisions

Activities under this MOU will be subject to the following general provisions:

1. Collaboration under this MOU will be in accordance with the applicable statutes and regulations governing USDA and USACE, respectively.
2. This MOU in no way restricts the statutory authority of either party in regulatory proceedings before the other.
3. Nothing in this MOU is intended to affect any other agreements or arrangements of USDA or USACE in existence on the effective date of this MOU.
4. Subject to the *Freedom of Information Act (5 U.S.C. §522) (FOIA)*, decisions on disclosure of information to the public, based on information and data collected as a result of this MOU, will be made following consultation between USDA and USACE. Recommendations by the working group to the respective agencies shall also be deemed to be predecisional staff recommendations by the staff of each agency for FOIA purposes.

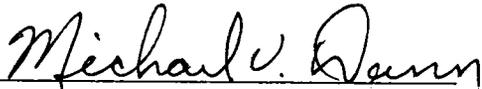
ARTICLE IV Funding

To the extent permitted by law, all costs resulting from cooperation under this MOU will be borne by the party that incurs them; unless otherwise agreed to by the parties. It is expressly understood that the ability of USDA and USACE to carry out their obligations under this MOU is subject to the availability of appropriated funds.

ARTICLE V
Effective Date and Termination

This MOU will become effective upon the signature of both USDA and USACE. This MOU may be terminated at any time by either Party upon written notice to the other Party.

Executed in duplicate on the dates indicated below:



MICHAEL V. DUNN
Under Secretary
Marketing and Regulatory Programs
U.S. Department of Agriculture



JOE N. BALLARD
Lieutenant General,
U.S. Army
Commanding

5/12/99

Date

11 FEB '99

Date