National Park Service
U.S. Fish and Wildlife Service
Disposition of the Bureau of Mines, Twin Cities Research Center
Hennepin County, Minnesota

INTERAGENCY MEMORANDUM OF AGREEMENT

Section 1. Nature of Document, Parties.

This is a Memorandum of Agreement (Agreement) between the National Park Service (NPS or Agency) and the U.S. Fish and Wildlife Service (FWS or Agency) in the U.S. Department of the Interior (DOI).

Section 2. Purpose

This Agreement documents the actions the NPS and FWS agree to take in connection with the preparation of an environmental impact statement (EIS) and an ensuing Record of Decision (ROD) on the proposed disposition of the former Bureau of Mines Twin Cities Research Campus in Minneapolis, Minnesota (BOM /TCRC).

Section 3. Authority

This Agreement is authorized by:

A. *Appropriations Resolution*. Section 2, Division D, Title II of the Consolidated Appropriations Resolution, 2003, H.J. Res. 2, 108th Cong. (2003), Pub. L. 108-7, 117 Stat. 224-228, *as explained by* H.R. Rep. No. 107-564, at 56-57 (2002).
B. *Economy Act*. 31 U.S.C. § 1535.
C. *CEQ Regulations*. 40 C.F.R. § 1501.6 – Cooperating Agencies.

Section 4. Agency Responsibilities

In connection with the preparation of an EIS and an ensuing decision on the proposed disposition of the BOM/TCRC, the NPS and FWS agree to take the following actions

A. *National Park Service*

1. The NPS will act as lead agency for preparing the EIS. In that capacity, the NPS will, among other things:
    a. Designate an NPS point of contact concerning the EIS;

b. Establish, and manage adherence to a schedule for completing the EIS, related documents, and performing related activities;
c. Coordinate all activities related to the EIS;
d. Conduct public meetings, hearings, and site visits related to the EIS;
e. Prepare public notices, scoping documents, and replies to public inquiries related to the EIS, and responses to public comments on the EIS;
f. Define the scope and content and ensure the legal sufficiency of the EIS;
g. Hire and supervise a contractor to write the EIS and related documents;
h. Give the contractor all agency information needed to write the EIS and related documents;
i. Facilitate review of working draft documents written by the contractor;
j. Ensure compliance with NPS Director's Order DO-12 and timely review of the EIS;
k. Coordinate publication and distribution of the draft and final EIS's and related documents.

2. After the EIS is completed, the NPS will coordinate and document the decision process within the DOI for disposition of the BOM/TCRC.

B. *U.S. Fish and Wildlife Service*

1. The FWS will act as a cooperating agency for preparing the EIS. In that capacity, the FWS will, among other things:

a. Designate an FWS point of contact concerning the EIS;
b. Assist the NPS with establishing a schedule for completing the EIS, related documents, and performing related activities;
c. Give the NPS available information and professional advice related to the EIS;
d. Review and give the NPS comments on working draft and final EIS, public notices, scoping documents, replies to public inquiries, public comments on the draft EIS, and other documents related to the EIS;
e. If staff are available, assist the NPS with conducting public meetings, hearings, and site visits related to the EIS;
f. If staff are available, participate in public meetings, hearings, and site visits related to the EIS, and in meetings with the contractor hired by the NPS to prepare the EIS;

2. After the EIS is completed, the FWS will cooperate with the NPS as may be necessary to facilitate the decision process within DOI for the disposition of the BOM/ TCRC.

Section 5. Administrative Provisions

A. *Funding, Equipment, and Personnel.* Subject to available funding and personnel, each Agency will provide its own funding, equipment, personnel, and other resources needed to meet its responsibilities under this Agreement.

B. *Effective Date*. The Effective date of this Agreement is the date on which the last signature is inscribed below.
C. *Term*. This Agreement will remain in force until DOI makes a final decision on disposition of the BOM/TCRC, or for four years from its effective date, whichever occurs first. Either Agency may terminate this Agreement by giving the other Agency thirty-days, advance, written notice. The Agencies may extend the term of this Agreement only by amending this Agreement.
D. *Amendment*. The Agencies may amend this Agreement only by written amendment executed in the same manner as this Agreement.

Section 6. Key Officials

Except as provided in section 4.A.1 of this Agreement for communications concerning the EIS, the Agencies will direct all communications concerning this Agreement to the following key officials:

A. *In the National Park Service.*
JoAnn Kyral
Superintendent
Mississippi National River and Recreation Area
111 Kellogg Boulevard East
St. Paul, MN 55111
Telephone: 651-290-3030 ext. 222
Fax: 651-290-3214

B. *In the U.S. Fish and Wildlife Service.*

Barbara Milne
Assistant Regional Director
Region 3
U.S. Fish and Wildlife Service
1 Federal Drive
Fort Snelling, MN 55101
Telephone: (612) 713-5306
Fax: (612) 713-5308

In consideration of the foregoing, the Parties have executed this Agreement, below.

For the National Park Service:

Date: Oct. 15, 2004

Ernest Quintana
Regional Director
Midwest Region
National Park Service

For the U.S. Fish and Wildlife Service:

Date: SEP 29 2004

Robyn Thorson
Regional Director
Region 3
U.S. Fish and Wildlife Service