

# **MEMORANDUM OF UNDERSTANDING**

**between the**

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**and the**

**MISSISSIPPI RIVER CITIES AND TOWNS INITIATIVE**

## **I. PURPOSE**

This Memorandum of Understanding (MOU) is made and entered by the Mississippi River Cities and Towns Initiative (MRCTI) and the U.S. Environmental Protection Agency (“EPA”). It is based on initiatives of mutual interest between the MRCTI and the EPA (the Parties) to sustainably manage waste and materials and prevent and reduce plastic pollution in the Mississippi River (River) corridor. This MOU outlines the roles and responsibilities of the parties to support common goals to protect the River. It aims to help communities in the River corridor demonstrate the positive impact solid waste and water quality improvements made within the communities can have on the environment and accelerate the reduction of plastic pollution.

## **II. STATUTORY AUTHORITIES**

The authorities for the EPA’s activities under this MOU are: Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. § 6981(a); Sections 301 and 302 of the Save Our Seas Act 2.0, 33 U.S.C. § 4281-4282; Sections 104(a) and (b) of the Clean Water Act, 33 U.S.C. § 1254(a) and (b); the Pollution Prevention Act of 1990, 42 U.S.C. §§ 13101-13109; Title VI of the Civil Rights Act, 42 U.S.C. § 2000d; and Section 504 of the Rehabilitation Act 29 U.S.C. § 794.

## **III. PARTIES**

- The EPA is an independent federal executive branch agency with a statutory mission of protecting human health and the environment. The agency carries out policies and programs to sustainably manage waste and materials in order to prevent and reduce plastic pollution.
- The MRCTI is a 501(c)(3) non-profit organization that promotes economic and environmental security and stability along the Mississippi River Corridor. Its members are mayors of more than 100 communities along the Mississippi River, from Minnesota and Wisconsin to Louisiana. It has numerous programs, hosts events and advocates on priority issues for its member communities. It also partners with outside entities, such as corporations, nonprofit organizations and universities.

#### IV. ROLES AND RESPONSIBILITIES

The parties jointly will develop a scope of work that outlines how decisions will be made, describes the organizational structure, and designates primary points of contact for each organization. The parties intend to collaboratively:

- **Engage with stakeholders in community-driven solutions for plastic pollution along the River.** Stakeholders could include, but are not limited to city, county or state officials; city or county utilities; nonprofit organizations; colleges and universities; other federal agencies; the United Nations Environmental Programme and river-protection organizations. Identify community needs related to pollution prevention, solid waste management, disaster recovery and resiliency, and water quality, especially in underserved areas lacking resources. Encourage other stakeholders, as appropriate, to participate in mutually beneficial projects.
- **Provide technical assistance to communities on waste management and pollution prevention to support their goals for reducing plastic pollution and managing materials sustainably.** Example projects could include:
  - Mapping litter and trash in communities along the Mississippi River;
  - Identifying upstream prevention measures;
  - Identifying needed educational tools and resources;
  - Providing technical support or content for educational awareness campaigns;
  - Identifying solid waste reduction and infrastructure needs; and
  - Providing technical assistance on the MRCTI Citizen Science project to engage citizens along the Mississippi to collect trash and record their plastic waste collections.
- **Share results and outcomes of MRCTI projects.** Publicly share information on the outcomes from projects aiming to reduce solid waste in waterways in the Mississippi River watershed, including the MRCTI Plastic Waste Reduction Campaign and inform national and international efforts to reduce plastics from entering waterways.

The parties will enter a co-sponsorship agreement when the purpose of the event is for the EPA and the MRCTI to advance a mutual interest or develop products for common goal(s); event costs will be shared; and decisions relating to agenda planning, speaker selection, location and logistics will be shared between the EPA and the MRCTI.

## **V. LIMITATIONS**

- A.** Under federal ethics rules, the EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services or fundraising activities of the other. The MRCTI agrees to not make statements to the public at workshops and meetings, in promotional literature, on its website or through any other media that imply the EPA endorses the MRCTI or any service or product offered by the MRCTI. In addition, the MRCTI agrees not to make statements that imply the EPA supports MRCTI efforts to raise public or private funds or speak on behalf of the EPA. Any statements or promotional materials prepared by the MRCTI that describe this MOU must be approved in advance by the EPA.
- B.** Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between the MRCTI and the EPA.
- C.** Except for the intellectual property rights addressed in Section VI, below, 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 agreement, against the MRCTI or the EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of the MRCTI and the EPA.
- D.** All commitments made by the EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates the EPA to expend appropriations or to enter any contract, assistance agreement, interagency agreement or incur other financial obligations that would be inconsistent with agency budget priorities. The MRCTI waives any claim for compensation for services rendered to the EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt the MRCTI, or any entities that comprise the MRCTI, from EPA policies governing competition for assistance agreements or form the basis to provide any financial assistance to the MRCTI or any entities that comprise the MRCTI. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled according to applicable laws, regulations and procedures under separate written agreements.
- E.** This MOU is a voluntary agreement that expresses the good-faith intentions of the parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
- F.** The EPA seal or logo may be permitted to be used in specific circumstances under this MOU. The EPA's official seal and identifier (logo) may be used only for official purposes, as determined by the EPA. The EPA seal and logo cannot be used to promote commercial products or services. EPA Order 1015.2A. The EPA may use the EPA logo in the EPA's own written material and web content ("products") relating to the activities carried out under the MOU. The MRCTI may seek approval from the EPA to display the EPA seal on brochures and other materials relating to joint

activities as a factual matter only. Any such display may not be used to imply that the EPA or its employees endorse the activities, products or services of the MRCTI. Any MRCTI products using the EPA seal or logo must be reviewed and approved by the EPA's Office of Public Affairs before they are used or released by the MRCTI.

- G. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
- H. Nothing in this MOU may be interpreted to imply that the MRCTI endorses any product, service or policy of any entity involved herein.

## **VI. INTELLECTUAL PROPERTY, CONFIDENTIAL BUSINESS INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION**

- A. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by the MRCTI. Further, if the MRCTI intends to disseminate the work(s) outside of the United States, the MRCTI may secure copyright to the extent authorized under the domestic laws of the relevant country. The MRCTI hereby grants to the U.S. federal government a royalty-free, worldwide, nonexclusive, irrevocable right to reproduce, distribute, publish, display or perform the work(s) publicly, to make derivative works and, in regard to all the above-referenced uses, to authorize others to do the same on its behalf.
- B. The EPA does not intend to provide the MRCTI with personally identifiable information. To the extent the MRCTI provides PII to the EPA, such information will be handled under the EPA's privacy policies and procedures.
- C. Before the MRCTI provides documents to the EPA, it will mark as proprietary any communications that might reveal trade secrets or confidential business information, which generally includes financial information and organizational processes and operations. The MRCTI will label names or personal information associated with documents it provides to the EPA, such as addresses or phone numbers, as PII. The EPA will not disclose, copy, reproduce or otherwise make available in any form to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential business information without the MRCTI's consent, except as such information may be subject to disclosure under the Freedom of Information Act, 5.U.S.C. § 552, and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

**VII. DURATION OF AGREEMENT, AMENDMENTS OR TERMINATION**

- A. This MOU will take effect upon the signature of the parties and remain in effect for a period of five years. This MOU may be extended or modified at any time with the mutual written consent of both parties. Either party to this MOU, acting within normal operating procedures, may terminate its participation in the MOU at any time by providing written notice to the other party, at least 90 days in advance of the desired termination date.
  
- B. Obligations under Section VI, Intellectual Property, shall survive termination of this MOU.

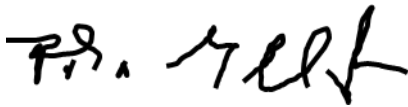
**VIII. APPROVAL**



**SEP 15 2021**

Date: \_\_\_\_\_

Janet G. McCabe  
Deputy Administrator  
U.S. Environmental Protection Agency



**SEP 16, 2021**

Date: \_\_\_\_\_

Bob Gallagher  
Co-Chair  
Mississippi River Cities and Towns Initiative  
Mayor of Bettendorf, Iowa



**SEP 16, 2021**

Date: \_\_\_\_\_

Sharon Weston Broome  
Co-Chair  
Mississippi River Cities and Towns Initiative  
Mayor of Baton Rouge, Louisiana