

MEMORANDUM OF UNDERSTANDING  
Between the  
U.S. Department of the Interior, Fish and Wildlife Service,  
Harris Neck National Wildlife Refuge  
And  
The Direct Descendants of Harris Neck Community

This Memorandum of Understanding (MOU) is made and hereby entered into by and between the Direct Descendants of the Harris Neck Community hereinafter referred to as the "Community or Direct Descendants," and the Harris Neck National Wildlife Refuge hereinafter referred to as the Refuge, U.S. Fish and Wildlife Service (South Atlantic-Gulf Region 2), hereinafter referred to as the "Service."

**I. Background**

This MOU is intended to formalize a commitment for enhanced communication and collaboration among the Parties with the understanding that the Refuge carries substantial historical, cultural, and economic significance for the Community, and it is important to ensure Community members maintain a bond to the natural and cultural resources and the land in the Refuge. Working cooperatively will allow the parties to find areas of mutual interest and develop future agreements to strengthen their partnership over time.

The mission of the U.S. Fish and Wildlife Service (Service) is:

"Working with others to conserve, protect and enhance fish, wildlife and plants and their habitats for the continuing benefit of the American people."

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The mission of the Service's administered National Wildlife Refuge System (NWRS)--, as outlined by the National Wildlife Refuge System Administration Act (NWRSA), as amended by the National Wildlife Refuge System Improvement Act of 1997 (16 U.S.C. §§ 668dd et seq.), is: "... to administer a national network of lands and waters for the conservation, management and, where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans."

The Refuge is a 2,824 acre refuge that was established in 1962. Dispute over legal ownership of lands now known as the Refuge began in 1942, when the United States government condemned the area in order to build a World War II airfield. The Community proclaims that acts of injustice occurred when the land was not returned to the original owners – the community of Harris Neck – when the airfield was granted to McIntosh County and came under the ownership of the U.S. Fish and Wildlife Service. In 1979, the descendants conducted peaceful protests and marches to express their strong desires to have the land returned to the original owner heirs. Twelve families set up a tent city on the Refuge for a period of 9 days, when Edgar Timmons, Jr, Hercules Anderson, Chris McIntosh, Jr. and Ted Clark were arrested and spent over fifteen days in the Savannah Jail in hopes of the land being returned.

It is of utmost importance to recognize the history of the original landowners at the Refuge. It is the belief of the Community that the 1942 condemnation denied generations of the Gullah Geechee people their opportunity to pass their heritage and the land down to next generations: their children, grandchildren, and great-grandchildren, etc.

Throughout the Refuge's history, there has been spirited interest by descendants of the pre-airfield era owners to work with the Refuge to highlight the cultural significance of the area. The Direct Descendants are concerned about the environmental preservation of the land, wildlife and waters around this area. Examples of collaboration include, but are not limited to, projects that focus on environmental programs for children of the Community to become more involved in the conservation and preservation efforts that highlight Science, Technology, Engineering, and Math (STEM) programs.

The official purposes of the Refuge are: "particular value in carrying out the national migratory bird management program" (16 U.S.C. § 667b, An Act Authorizing the Transfer of Certain Real Property for Wildlife, or other purposes); "for use as an inviolate sanctuary, or for any other management purpose, for migratory birds" (16 U.S.C. § 715d, Migratory Bird Conservation Act); and, for "the conservation of the wetlands of the Nation in order to maintain the public benefits they provide and to help fulfill international obligations contained in various treaties and conventions" (16 U.S.C. § 3901(b), 100 Stat. 3583, Emergency Wetlands Resources Act of 1986)." By partnering together, the Community will benefit from the conservation of the land in this area which directly relates to the purpose for which the Refuge was established

## **II. Authority**

This MOU is entered into under the primary authority of the National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act of 1997 (Improvement Act), with secondary authorities including The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. § 661, et seq.); and The Fish and Wildlife Act of 1956 (16 U.S.C. §§ 742a et seq.).

## **III. Purpose**

WHEREAS, the Service is a federal agency with wildlife management responsibilities, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the Improvement Act requires that lands owned by the Service be managed for "wildlife first" and maintained in an environmentally acceptable manner, and to the extent practicable, in such a way as to restore biological integrity, diversity, and environmental health; and

WHEREAS, the aforesaid legislation encourages the use of said lands acquired to be used

for public outdoor recreational activities compatible with the primary goals of the Refuge; and

WHEREAS the aforesaid legislation identifies six primary public uses to be encouraged and allowed on said lands (hunting, fishing, photography, environmental education, interpretation, and wildlife observation) where these activities support and complement the purposes for the establishment of the Refuge; and

WHEREAS, the Community is comprised of former residents and descendants of an independent, self-sustaining, thriving Gullah Geechee community who owned land and lived on what is now known as the Harris Neck National Wildlife Refuge.

WHEREAS, the Community strives for unity in the local residents and the Refuge, which is a key contributor of the community by coordinating, to the extent practicable, all perspectives and desires of the descendants of the Community. There are community members still carrying on the legacy of their ancestors in the oyster and crabbing business.

WHEREAS, the Community and the Service have committed to a number of actions as a result of developing this MOU. Items include the Community and Service working together to hire an intern and locating the second cemetery. The Service providing information regarding accomplishing a living museum, receiving direct feedback and having coordination on management plans and projects, and providing historical documentation to the Community as requested.

WHEREAS, the Community consists of some descendants who still thrive on lands bought by the original owners located three miles west of the Refuge and appreciate and live with wildlife and their habitat. The only original structure, the church (First African Baptist Church, Harris Neck), still conducts services for the remaining community members. The Community desires to work with the Service to sustain the history and culture of the original Harris Neck people and the land.

WHEREAS, the Service, has the authority to enter into this MOU with the Community;

NOW THEREFORE, the Service and the Community, in consideration of the mutual benefits flowing from each to the other, do hereby agree to enter into this MOU to facilitate cooperation and memorialize a partnership to work on mutually beneficial projects to highlight the Refuge and its cultural and traditional importance to the Community.

#### **IV. Coordination**

This MOU is to recognize and formalize principles for development of a partnership between the Service and the Community of Harris Neck as they relate to shared interests, including the conservation and management of fish, wildlife, and their habitats, and the protection and interpretation of cultural resources. The Parties agree to implement this MOU for the benefit of the Community of Harris Neck, the Service, and the public.

## **V. Scope of Effort**

### **Responsibilities of the Service:**

- A. The Service shall provide for overall management and operations of the Harris Neck National Wildlife Refuge.
- B. The Service shall take necessary steps to provide access to Harris Neck National Wildlife Refuge to implement agreed partnership activities.
- C. The Service shall provide support, when available, to the Community in the form of staff technical assistance to achieve the objectives of this MOU.
- D. The Service shall continue to meet all necessary laws and mandates as required to manage the Refuge.
- E. The Service shall provide historical documentation from its records as requested and needed by the Community.
- F. The Service shall provide information directly to the Community liaison regarding management plans and projects for direct feedback and coordination on Refuge Management activities.

### **Responsibilities of the Community of Harris Neck:**

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- A. The Community of Harris Neck shall identify a liaison that will work directly with the Service on behalf of the community bringing forward proposals for projects and partnership activities.
- B. The Community of Harris Neck shall establish individual committees to provide feedback to the liaison in order to develop proposals to present to the Service (e.g., Environmental Education programs/projects, Living Museum/joint visitor facility conceptual plans, Land exchange)
- C. The Community will coordinate efforts and have continued dialogue in order to bring forward the vision of a unified Community.
- D. The Community shall provide support, when available, to the Service to engage the community to achieve the objectives of this MOU.

**Responsibilities of both parties:**

- A. The parties agree to work collaboratively in good faith to enhance and formalize an ongoing partnership.
- B. Participate in regular communications, once every quarter or more often as needed, to foster close cooperation on the implementation of this MOU.
- C. Decide on matters necessary and proper to implement and administer this MOU including development of future agreements.
- D. Be responsible for their own expenses incurred under this MOU, and nothing contained herein shall be interpreted as obligating any payment by the Service or by the Community unless otherwise agreed.
- E. Any activities on the Harris Neck National Wildlife Refuge will be subject to all applicable laws, regulations and policies, including any permit requirements applicable to activities undertaken by the Community.
- F. Collaborate on visitor education programs, interpretation services and visitor use; and to foster an appreciation of the Community's traditional and cultural activities.
- G. As needed, the Parties will enter into separate and more detailed agreements to define the specific terms for carrying out the mutually agreed upon priorities identified in this Section, including the sharing of Community funding or Service funding to support the agreed upon specific program or activity.

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**VI. Period of Performance**

Once signed by all parties, this MOU is in effect. On an annual basis, both parties agree to review and assure the terms, conditions, and purpose remain relevant and revise the agreement as appropriate. This MOU may be terminated by either party pursuant to Article IX below

**VII. Project Officers**

- A. Community of Harris Neck  
Tyrone T. Timmons  
Direct Descendants of Harris Neck  
P.O. Box 13  
Townsend, GA 31331

Fran Timmons Lewis  
Direct Descendants of Harris Neck  
1316 FAB Church Rd, NE

Townsend, GA 31331

- B. U.S. Fish and Wildlife Service  
William A. Meeks  
Savannah Coastal Refuges Complex  
694 Beech Hill Lane  
Hardeeville, SC 29927

### **VIII. Modification of Agreement**

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment is in writing and executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

### **IX. Termination of Agreement**

This MOU may be terminated by either party for convenience upon thirty (30) days written notice of such termination to the other party. If either party fails to fulfill its obligations under this MOU in a timely and proper manner, the other party shall have the right to terminate this MOU by giving written notice of any deficiency. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of either party should the MOU be terminated.

### **X. Other Terms and Conditions**

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The Community of Harris Neck and the Service, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU.

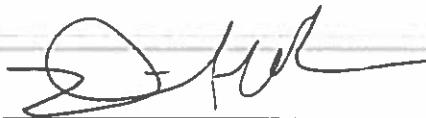
- A. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of the Community of Harris Neck are not to be considered employees of the Service.
- B. It is hereby understood and agreed by the parties hereto that the Service shall not be bound to make any expenditures under the terms of this MOU. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that

shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.


- C. The participation of the Service and the Community of Harris Neck in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 2671 - 2689). Likewise, tort liability arising from negligent or wrongful acts or omissions of Community of Harris Neck representatives while acting within the scope of official duty shall be governed by the provisions of state law. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.
- D. During the performance of this MOU, the parties hereto agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR / U.S. FISH AND WILDLIFE SERVICE

BY:  DATE: 10/30/20  
David Viker, Regional Chief, National Wildlife Refuge System

DIRECT DESCENDANTS OF HARRIS NECK COMMUNITY

BY:  DATE: 10/30/20  
Tyrone T. Timmons, Direct Descendant

BY:  DATE: October 30, 2020  
Fran Timmons Lewis, Direct Descendant