

## **MEMORANDUM OF UNDERSTANDING AMONG THE**

**Indiana Department of Environmental Management  
Indiana Department of Natural Resources  
United States Department of the Interior National Park Service  
United States Department of the Interior U.S. Fish and Wildlife Service**

### **REGARDING INVESTIGATION AND ASSESSMENT OF DAMAGES FOR LOSS OF AND INJURIES TO NATURAL RESOURCES WITHIN THE EAST BRANCH LITTLE CALUMET RIVER/ NEARSHORE LAKE MICHIGAN**

#### **I. INTRODUCTION and PURPOSE**

This Memorandum of Understanding ("MOU") by and among the Indiana Department of Environmental Management ("IDEM"), the Indiana Department of Natural Resources ("IDNR"), the United States Department of the Interior ("DOI"), acting through the National Park Service ("NPS") and the U.S. Fish and Wildlife Service ("FWS"), (collectively, hereinafter, the "Parties") is entered into to ensure cooperation and coordination of the Parties in the preparations of the assessment and pursuit of claims for damages for injuries to natural resources.

#### **11. AUTHORITY**

The Parties enter into this MOU in accordance with the provisions of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C 1251 *et seq.*, also known as the Clean Water Act ("CWA"), and the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. 2701, *et seq.* (hereinafter referred to as the "Acts"), and/or other applicable Federal and State law and authority (hereinafter "applicable law") including , but not limited to, the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), as amended, 40 C.F.R. Part 300, and the DOI Natural Resource Damage Assessment Regulations, as amended, 43 C.F.R. Part 11. The provisions of this MOU are not intended to limit or interfere with such respective authorities, interests, and responsibilities.

#### **III. CONFIDENTIALITY**

The Parties to this MOU recognize that all written or oral communications related to the assessment and recovery of damages for injury to natural resources are being undertaken in anticipation of enforcement actions or litigation. Accordingly, all oral and written communications and work products will be treated as privileged attorney-client attorney work product, or protected by other applicable privilege (or a combination thereof), as appropriate, and will be protected from disclosure to the maximum extent possible under applicable Federal or State law. The Parties further agree that whenever a request for production of such a record is received pursuant to any applicable Federal or State law, the request will be forwarded for response to the Trustee to whom the

privilege applies, or who originally generated or contributed the record requested. Nothing contained herein shall be construed as prohibiting or restraining the Parties from agreeing to release any record or from disclosing any record for which disclosure is required by law.

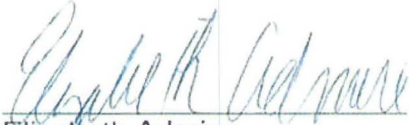
#### IV. TERMINATION

This MOU shall be in effect from the date of execution until termination by agreement of the Trustees. In the event any Trustee withdraws from the MOU, such withdrawal must be in writing at least thirty days in advance of the withdrawal. In the event of such withdrawal, this MOU remains in full force and effect for the remaining parties

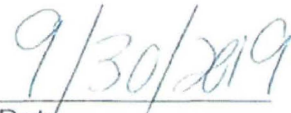
#### V. EXECUTION and EFFECTIVE DATE

This Agreement may be executed in counterparts. A copy with all the original executed signature pages affixed shall constitute the original Agreement. The date of execution shall be the last date of any Party's signature.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

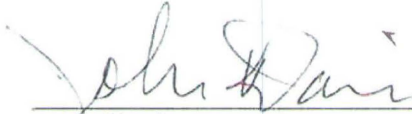


Elizabeth Admire  
Natural Resources Co-Trustee, Office of Legal Counsel  
Indiana Department of Environmental Management

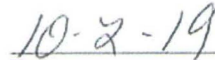


Date

INDIANA DEPARTMENT OF NATURAL RESOURCES



John Davis  
Natural Resources Co-Trustee  
Indiana Department of Natural Resources



Date

NATIONAL PARK SERVICE

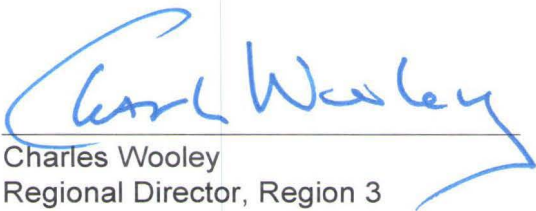


Guy Adema  
Deputy Associate Director  
Natural Resource Stewardship and Science  
National Park Service



Date

DEPARTMENT OF INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

  
Charles Wooley  
Regional Director, Region 3

10/20/2020  
Date