

MEMORANDUM OF UNDERSTANDING
Agreement for the Support of a
Monarch Highway

This Memorandum of Understanding (MOU) is made and entered into by and among the Iowa Department of Transportation (IDOT), the Kansas Department of Transportation (KDOT), the Minnesota Department of Transportation (MnDOT), the Missouri Department of Transportation (MoDOT), the Oklahoma Department of Transportation (ODOT), the Texas Department of Transportation (TxDOT), and the Federal Highway Administration (FHWA).

WHEREAS, the President has issued an Executive Memorandum to heads of executive departments and agencies creating a federal strategy to promote the health of monarch butterflies, honey bees and other pollinators, including direction to the U.S. Department of Transportation to work with state departments of transportation to promote pollinator-friendly practices and corridors; and,

WHEREAS, in 2015 the White House Office of Science and Technology Policy and U.S. Department of Transportation organized a summit of state transportation leaders to advance regional and statewide efforts to promote and improve pollinator habitats on transportation rights-of-way, and to identify opportunities to enhance state and local pollinator habitat restoration and maintenance efforts, and

WHEREAS, The FAST Act contains provisions for the U.S. Department of Transportation, in conjunction with willing state departments of transportation, to encourage the development of habitat for monarch butterflies and other pollinators, and

WHEREAS, the states of Iowa, Kansas, Minnesota, Missouri, Oklahoma, and Texas are within the central flyway of the monarch butterfly migration path and the FHWA is a federal agency that works in coordination with their state departments of transportation (Partners), and

WHEREAS, the Partners would benefit from shared vegetation management practices and promotion of public awareness initiatives related to pollinators, and

WHEREAS, representatives from the Partners have organized to coordinate the development of educational materials throughout the route, assist individual state departments of transportation efforts to inventory, protect, plant and manage pollinator habitats, and develop strategies for pollinator-friendly seed mixes, recognizing that individual state departments of transportation have made significant progress managing pollinator habitats well beyond the route and are sensitive to agricultural needs along the highway, and

WHEREAS, the Partners may informally reference the Interstate 35 corridor (Route) as the “Monarch Highway,” and

NOW THEREFORE, as leaders of our state departments of transportation, we express our mutual understanding and cooperative relationship as follows:

1. THAT the purpose of this MOU is to establish a cooperative and coordinated effort to establish best practices and promote public awareness of the monarch butterfly, honey bee and pollinator conservation,

2. THAT each Partner may appoint and maintain a point of contact among the Partners for this

effort. Each Partner may change its own appointee at any time,

3. **THAT** the Partners may informally refer to this Route as the “Monarch Highway,”

4. **THAT** the Partners may collaborate to develop a symbolic logo to be used at the Partners’ discretion on correspondence, maps, literature, brochures, route signage, and related materials,

5. **THAT** this MOU does not create any obligation for funding or development responsibilities of the Partners,

6. **THAT** each Partner enters into this MOU voluntarily as a department of transportation and not as a principal, agent, or joint venturer. Nothing herein shall be construed as consent by any of the Partners to suit in courts of any of the undersigned states, nor does this MOU grant a waiver of the Partners’ individual sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. This MOU does not grant any rights to any party not herein undersigned. Nothing in this MOU shall be deemed to create or give rise to any right of action or any liability to any third party, claiming to have suffered a loss, damage or injury by virtue of any alleged action taken to comply with the terms of this MOU,

7. **THAT** any change in this MOU, whether by modification or amendment, is only valid by a written agreement, signed by a duly authorized representative of each of the Partners, and

8. **THAT** any Partner may withdraw from this MOU at anytime by 30 days written notice to each of the signatory state departments of transportation.

IN WITNESS WHEREOF, the Partners have entered into this MOU on the date last written below.

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

IOWA DEPARTMENT OF TRANSPORTATION

Signature: _____ Date: _____
Director Paul Trombino III

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

KANSAS DEPARTMENT OF TRANSPORTATION

Signature: _____ Date: _____
Secretary Mike King

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

MINNESOTA DEPARTMENT OF TRANSPORTATION

Signature: _____ Date: _____
Commissioner Charles Zelle

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IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

MISSOURI DEPARTMENT OF TRANSPORTATION

Signature: _____ Date: _____

Director Patrick McKenna

Approved as to Form:

Chief Counsel

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IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

Recommended for Approval:

_____ Date: _____
Brad Mirth, Maintenance Division Engineer

Reviewed and Approved as to Form
and Legality:

_____ Date: _____
David Allen Miley, Assistant General Counsel

APPROVED:

_____ Date: _____
Mike Patterson, Executive Director

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IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

TEXAS DEPARTMENT OF TRANSPORTATION

Signature: _____ Date: _____

Executive Director James M. Bass

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IN WITNESS WHEREOF, the undersigned has entered into this MOU on the date below.

FEDERAL HIGHWAY ADMINISTRATION
U.S. Department of Transportation

Signature: _____ Date: _____

Name: _____

Title: _____

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