

<i>FOREST SERVICE NO.</i>	08-SU-1113-2421-300
<i>FLORIDA BIODIVERSITY FOUNDATION, INC. NO.</i>	

SERVICEWIDE MEMORANDUM OF UNDERSTANDING

**between
Florida Biodiversity Foundation, Inc.
and the
United States Department of Agriculture
Forest Service**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Florida Biodiversity Foundation, Inc. and the United States Department of Agriculture, FOREST SERVICE (“FOREST SERVICE”).

I. AUTHORITY

Under the provisions of the by-laws and other governing documents for the FLORIDA BIODIVERSITY FOUNDATION, INC., and under the provisions of the following for the FOREST SERVICE: Multiple-Use, Sustained-Yield Act, P. L. 86-517, (16 U.S.C. 1600 et seq.); Forest and Rangeland Renewable Resources Research Act of 1978, P.L. 95-307, as amended, P.L. 105-185; (16 U.S.C. 1641 et seq.), National Agricultural Research, Extension and Teaching Act of 1977, as amended by The Food Security Act of 1985, P. L. 95-113 (7 U.S.C. 3318); Granger-Thye Act of April 24, 1950, P. L. 81-478; (16 U.S.C. 572) Section 5., Cooperative Forestry Assistance Act of 1978, as amended P. L. 95-9-313; (16 U.S.C. 2101-2114), The International Forestry Cooperation Act of 1990, P.L. 101-513; (16 U.S.C. 4501,) Endangered Species Act of 1973, P. L. 93-205; (87 Stst. 884, as amended: 16 U.S.C. 1531), Federal Cave Resources Protection Act of 1988, P.L. 100-691; (16 U.S.C. 4301-4309), and Volunteers in the National Forest Act of 1972, P.L. 92-300; (16 U.S.C. 558a-558d). This Agreement is without prejudice to other existing or potential agreements between the FOREST SERVICE and the FLORIDA BIODIVERSITY FOUNDATION, INC.

II. PURPOSE

The purpose of the MOU is to provide a framework for cooperation and coordination between the Florida Biodiversity Foundation, Inc. and the FOREST SERVICE in achievement of their mutual goals. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: training, conducting assessments, inventory, research, monitoring, protection, restoration and other activities necessary to conserve, manage and restore pollinators and their habitats and ecosystems. The framework for cooperation and coordination is especially needed for restoration and conservation of threatened, endangered and sensitive pollinator species.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT.

Both the FLORIDA BIODIVERSITY FOUNDATION, INC. and the FOREST SERVICE have responsibilities and interests in the conservation, and management of pollinators and their habitats and associated ecosystems.

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The FOREST SERVICE is a natural resource agency dedicated to the sustained management of the Nation's natural resources, service to people, and through Federal law and regulations of the Secretary of Agriculture has major responsibility for conserving biodiversity through the management of fish, wildlife, and plant habitats, including providing special protection for threatened, endangered, and sensitive/rare plant and animal species. The FOREST SERVICE accomplishes much of this work by initiating and developing cooperative relationships and effective partnerships through its National Forest System, Research and Development, International Programs, and State and Private Forestry branches.

The FLORIDA BIODIVERSITY FOUNDATION, INC.'s mission is to act as a catalyst for stewardship. One of its strategies is to improve the health and survival of all species by promoting the importance and wonder of insects and related animals, and by protecting their habitats. The Florida Biodiversity Foundation, Inc. coordinates the Butterfly Conservation Initiative (BFCI), a unique partnership designed to produce measurable reductions in pollinator extinctions and habitat loss.

Where appropriate, it is the desire of both parties to cooperate with each other, including exchange of personnel and other resources, in matters relating to the management and conservation of pollinators and the ecosystems that they depend upon through cooperative efforts including, but not limited to:

- A. Forest Service participation in the Butterfly Conservation Initiative.
- B. Conducting inventories, assessments, and surveys of pollinators and their ecosystems;
- C. Identification of special management areas for pollinator conservation and management, (Research Natural Areas and Special Interest Areas, for example).
- D. Production of grants and agreements, reports, abstracts and other materials.
- E. Conducting research to identify factors influencing pollinator populations.
- F. Providing input to natural resource planning, project development and implementation efforts to conserve and manage pollinators and their habitats.
- G. Pollinator habitat improvement, restoration, or maintenance.
- H. Mitigation, restoration and rehabilitation activities.
- I. Demonstration of innovative management practices associated with sustainable forestry and the protection of plant and animal diversity, recreation, and Ecotourism values through prevention and control of species invasions, use of techniques such as prescribed fire, grazing, forest thinning, and herbicide application, and facilitation of international conservation of forests, parks, watersheds and protected areas.
- J. Monitoring and evaluation of pollinator habitats and populations.
- K. Assistance to and partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations.
- L. Development of interpretive programs and displays.
- M. Community-based outreach, training, education and partnerships.
- N. Identifying pollinators for threatened, endangered, and Forest Service sensitive plant species.

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IV. THE FLORIDA BIODIVERSITY FOUNDATION, INC. SHALL

- A. Cooperate with the FOREST SERVICE in carrying out the projects and other collaboration which the parties thereto provide support.
- B. Provide the FOREST SERVICE with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts.
- C. Information regarding the status of pollinator populations; and assessment of progress of implementing mutual pollinator conservation objectives.
- D. Enter into special use permits, specific agreements or contracts to accomplish agreed upon work projects.
- E. Meet annually or as necessary with representatives of the FOREST SERVICE to plan collaboration and negotiate guidelines for project proposals to meet the purposes of this MOU.
- F. As determined by specific agreement, provide support for the implementation of projects that further the FLORIDA BIODIVERSITY FOUNDATION, INC.'s mission of conserving pollinators and their habitats.
- G. Complete Job Hazard Analyses for Florida Biodiversity Foundation, Inc. activities on National Forest System lands and conduct safety training sessions prior to each individual activity. These sessions will review hazards anticipated and measure that should be taken to reduce the hazard.
- H. Inform the general public about pollinator conservation projects conducted cooperatively with the FOREST SERVICE.
- I. Assist in the training of FOREST SERVICE personnel relative to pollinator conservation and management.

V. THE FOREST SERVICE SHALL

- A. Make National Forest System lands available for the furtherance of this partnership, subject to the National Environmental Protection Act and other applicable federal law, regulations, forest plans, and approval by the appropriate Forest Service official.
- B. Cooperate with the FLORIDA BIODIVERSITY FOUNDATION, INC. to identify, define and carry out agreed upon programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments, and conducting local, and international projects, and restoring conserving and managing pollinators and their habitats.
- C. Conserve and manage pollinators and their habitats according to applicable federal law, regulations, and specific direction in Forest Land and Resource Management Plans.
- D. Enter into special use permits, specific agreements or contracts to accomplish agreed upon work projects.
- E. Provide information on completing Job Hazard Analyses and conducting safety training sessions for Florida Biodiversity Foundation, Inc. activities on National Forest System lands.

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F. Meet annually or as needed with representatives of the FLORIDA BIODIVERSITY FOUNDATION, INC. to develop collaborative strategic plans and discuss and reach agreement on guidelines for the project proposals to meet the purposes of this MOU.

A. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and Florida Biodiversity Foundation, Inc. and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or Florida Biodiversity Foundation, Inc. and the subsequent written concurrence of the other(s). Either the Forest Service or Florida Biodiversity Foundation, Inc. may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and Florida Biodiversity Foundation, Inc. and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Larry Stritch
 USDA Forest Service, RGE Staff 3S

 Mail Stop 1103
 1400 Independence Avenue, SW
 Washington, DC 20250
 Phone: 202-205-1279
 FAX: 202-205-1096
 E-Mail: lstritch@fs.fed.us

***Florida Biodiversity Foundation, Inc.
 Project Contact***

Stephanie Sanchez
 McGuire Center for Lepidoptera and
 Biodiversity/Florida Museum of Natural
 History
 308 Hull Road
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 Gainesville, FL 32611-2710
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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or Florida Biodiversity Foundation, Inc. to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Florida Biodiversity foundation, Inc. will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

**FLORIDA BIODIVERSITY FOUNDATION, INC.
BUTTERFLY CONSERVATION INITIATIVE**

USDA FOREST SERVICE

/s/ Stephanie Sanchez 10/24/08

/s/ Abigail R. Kimbell 2/13/09

STEPHANIE SANCHEZ DATE
Program Coordinator
Butterfly Conservation Initiative
Florida Biodiversity Foundation, Inc.

ABIGAIL R. KIMBELL DATE
Chief
U.S. Department of Agriculture
Forest Service

The authority and format of this instrument has been reviewed and approved for signature.

/s/ Karen M. Holliday 9/16/2008

/s/ Karen M. Holliday DATE
FS Agreements Coordinator