

## **Memorandum of Understanding**

### **BETWEEN THE**

**Bureau of Land Management  
U.S. Department of Defense  
U.S. Environmental Protection Agency  
U.S. Farm Service Agency  
U.S. Fish and Wildlife Service  
U.S. Forest Service  
U.S. Geological Survey  
U.S. National Park Service  
National Marine Fisheries Service  
Natural Resources Conservation Service**

### **REGARDING**

#### **The Partners in Amphibian and Reptile Conservation Federal Agencies Steering Committee**

This Memorandum of Understanding (MOU) is made and entered into by, between and among the U.S. Bureau of Land Management; the U.S. Department of Defense; the U.S. Environmental Protection Agency; the U.S. Farm Service Agency; the U.S. Fish and Wildlife Service; the U.S. Forest Service; the U.S. Geological Survey; the U.S. National Park Service; the U.S. National Marine Fisheries Service; and the U.S. Natural Resources Conservation Service, collectively referred to as the "Agencies."

#### **I. Purpose**

The purpose of the MOU is to provide a framework for cooperation and coordination among the Agencies in achieving the objectives of the Partners in Amphibian and Reptile Conservation (PARC) Federal Steering Committee. PARC is a coalition of Federal and State agencies, tribes, organizations, and industry groups who have agreed to contribute to PARC's mission, "to conserve amphibians, reptiles, and their habitats as integral parts of our ecosystem and culture through proactive and coordinated public/private partnerships." The PARC administrative structure includes a Federal Steering Committee, which coordinates PARC-related work among the Agencies, and which provides recommendations to the PARC Joint Steering Committee. Provisions of this MOU are designed to facilitate identification and implementation of actions that the Agencies can make together to facilitate the work of the PARC Federal Steering Committee.

#### **II. Objectives**

It is the desire of the Agencies to cooperate fully in matters relating to the conservation of amphibians and reptiles and their habitats. Cooperative efforts include, but are not limited to:

- 1) Identification of species, communities, ecosystems, areas, and other landscape features important to amphibian and reptile conservation;
- 2) Identification of species and habitats of concern, and corresponding risk factors and threats;
- 3) Development of procedures, practices, and programs that promote conservation of amphibians and reptiles and that reduce risks or avert threats;
- 4) Implementation of integrated inventories, monitoring, and data sharing;

- 5) Implementation of joint research;
- 6) Development and sharing of educational and scientific information important to conservation of amphibians and reptiles; and
- 7) Development and implementation of management or restoration projects for important areas (or habitats) in need of improvement.

### **III. The Agencies Shall**

- 1) Cooperate in carrying out the purpose and objectives of this MOU.
- 2) Consider entering into specific agreements or contracts with each other to provide support for implementation of programs or projects that advance the objectives of this MOU.
- 3) Make resources of the Agencies available for furtherance of the purpose and objectives of this MOU, subject to applicable laws, regulations, and availability of funding.
- 4) Consider sharing relevant budget information and developing joint budget initiatives where appropriate.
- 5) Make lands administered by the Agencies available for the furtherance of the purpose and objectives of this MOU, subject to applicable laws, regulations, and management plans.
- 6) Utilize existing cooperative agreements to leverage opportunities to work together for amphibian and reptile conservation.
- 7) Consider offering specific agreements to partner agencies and organizations to advance the purposes of the PARC mission, subject to applicable laws and regulations.

### **IV. Authorities**

This MOU is entered under the provisions of the following laws:

National Park Service Organic Act of 1916 (16 U.S.C. §§1-3)  
 Fish and Wildlife Act of 1956 (16 U.S.C. § 742 *et seq.*)  
 Multiple-Use Sustained-Yield Act of 1960 (16 U.S.C. §§ 528-531)  
 Sikes Act (16 U.S.C. § 670a-670o)  
 National Wildlife Refuge Administration Act of 1966, as amended by the National Wildlife  
 Refuge System Improvement Act of 1977 (16 U.S.C. § 688dd *et seq.*)  
 Endangered Species Act of 1973 (16 U.S.C. § 1531 *et seq.*)  
 Federal Land and Policy Management Act of 1976 (43 U.S.C. § 1701 *et seq.*)  
 National Forest Management Act of 1976 (16 U.S.C. § 1600 *et seq.*)  
 Fish and Wildlife Coordination Act (16 U.S.C. §§ 661-667)  
 Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. §§ 1641-1648)  
 National Parks Omnibus Management Act of 1998 (16 U.S.C. §§ 5931-5937)  
 USGS Organic Act of March 3, 1879, as amended, 43 U.S.C. § 31 *et seq.* and 43 U.S.C. § 36c.

### **V. It is Mutually Agreed and Understood By, Between, and Among the Agencies that:**

- 1) The Agencies will meet annually, or as needed, to discuss and reach consensus on guidelines for projects or programs to meet the purpose and objectives of this MOU.
- 2) This MOU in no way restricts any of the Agencies from participating in similar activities with other public or private agencies, organizations, groups, or individuals.
- 3) This MOU is neither a fiscal- nor a funds-obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between or among the Agencies will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements or contracts that shall be made in writing by representatives of the Agencies and shall be authorized

independently by appropriate statutory authority. This MOU does not provide authority to transfer anything of value involving reimbursement or contribution of funds between or among the Agencies. Any contract or agreement for training or other services must comply with all applicable requirements for competition.

- 4) Modification within the scope of this MOU will be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by the Agencies, prior to any changes being implemented.
- 5) Any of the Agencies may terminate their participation in this MOU, in whole or in part, prior to the date of expiration, by notifying the other Agencies in writing.
- 6) Additional Federal agencies may join in this MOU by notifying the Agencies in writing.
- 7) This MOU shall become effective the date of the last signature and will continue to be in effect until it is modified or terminated. This MOU may be modified or amended upon written consent of all Parties. This MOU may be terminated with a 30 calendar day written notice from any party.

IN WITNESS THEREOF, the Parties hereto have executed this Memorandum of Understanding as of the last written date below.

\_\_\_\_\_  
**Bureau of Land Management**

\_\_\_\_\_  
**Date**

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**U.S. Department of Defense**

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**Date**

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**U.S. Environmental Protection Agency**

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**Date**

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**Farm Service Agency**

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**Date**

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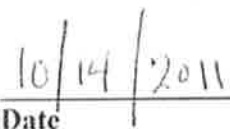
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**U.S. Environmental Protection Agency**

3/28/12  
**Date**

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**Date**

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**U.S. Environmental Protection Agency**

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**Date**

*Bruce Nelson*  
\_\_\_\_\_  
**Farm Service Agency**

*10/13/11*  
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**Date**

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**U.S. Fish and Wildlife Service**

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**U.S. Forest Service**

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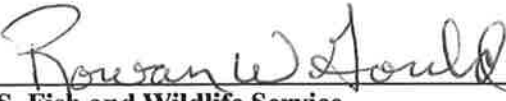
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**Farm Service Agency**

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**Date**

  
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**U.S. Fish and Wildlife Service**

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**Date**

3/14/2012

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**U.S. Forest Service**

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**Farm Service Agency**

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Date

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**U.S. Fish and Wildlife Service**

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Date

*Mary Wagner*  
FOR Thomas L. Tidwell  
Chief, U.S. Forest Service

*2.8.2012*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**U.S. Geological Survey**

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**U.S. National Park Service**

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**National Marine Fisheries Service**

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**Natural Resources Conservation Service**

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<p>The authority and format of this instrument have been reviewed and approved for signature.</p>
<p>_____ Grants and Agreements Specialist</p>
<p><i>February 19 2012</i> Date</p>

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**Farm Service Agency**

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**Date**

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**U.S. Fish and Wildlife Service**

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**Date**

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**U.S. Forest Service**

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**Date**

*Marcia McAuliff*  
\_\_\_\_\_  
**U.S. Geological Survey**

*September 28, 2011*  
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**Date**

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**U.S. National Park Service**

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**Date**

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**National Marine Fisheries Service**

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**Natural Resources Conservation Service**

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**Date**

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**U.S. Forest Service**

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**Date**

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**U.S. Geological Survey**

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**Date**

A handwritten signature in black ink, appearing to be "John C. ...", written over a horizontal line.

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**U.S. National Park Service**

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**Date**

10/6/2011

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**National Marine Fisheries Service**

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**Date**

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**Natural Resources Conservation Service**

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**Date**

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**U.S. Geological Survey**

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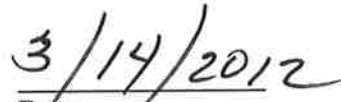
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