

## **Memorandum of Understanding**

### **Among**

**U.S. Environmental Protection Agency  
U.S. Fish and Wildlife Service  
U.S. Geological Survey  
National Park Service  
U.S. Forest Service  
U.S. Natural Resources Conservation Service  
National Marine Fisheries Service**

This Memorandum of Understanding (MOU) is made and entered into by and between U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, U.S. Natural Resources Conservation Service, and National Marine Fisheries Service, collectively referred to as “Agencies”.

### **I. Purpose**

The purpose of the MOU is to provide a framework for cooperation and coordination among federal agencies in achieving 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 federal 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 federal agencies can make together, to facilitate work of the PARC Federal Steering Committee.

### **II. Objectives**

It is the desire of all 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 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 inventory, 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.
- 7) Development and implementation of management or restoration projects for important areas 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 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) Share relevant budget information, and develop 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:

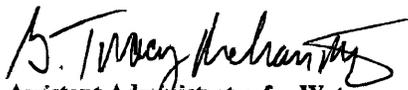
National Park Service Organic Act of 1916 (16 U.S.C. 1-3)  
Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.)  
Multiple-Use Sustained-Yield Act [of 1960] (16 U.S.C. 528-531)  
National Wildlife Refuge Administration Act of 1966, as amended by the National  
Wildlife Refuge System Improvement Act of 1977 (16 U.S.C. 668dd 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-  
48)  
National Parks Omnibus Management Act of 1998 (16 U.S.C. 5931-5937)

### **V. It is Mutually Agreed and Understood By 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, 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 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 independently authorized by appropriate statutory authority. This MOU does not provide such authority. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- 4) Modifications 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 Agency 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 other Agencies in writing.
- 7) This MOU is executed as of the date of the last signature, and is effective through September 2011, at which time it will be subject to review and renewal, or expiration.

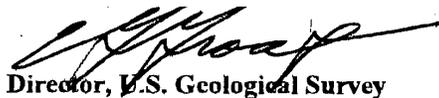
**IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.**

  
**Assistant Administrator for Water,  
U.S. Environmental Protection Agency**

10/16/01  
**Date**

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

-----  
**Date** NOV 29 2001

  
**Director, U.S. Geological Survey**

9/4/01  
**Date**

*John N. Brown*  
Chief, U.S. Forest Service  
[FS ID# 01-MU-11130122-202]

Date *9/6/01*

*Paul J. Fiedler*  
Chief, U.S.D.A., Natural Resources Conservation Service  
[NRCS ID # A-3A75-1-131]

*10/16/01*  
Date

*Alan R. ...*  
Assistant Administrator for Fisheries,  
National Marine Fisheries Service

SEP 18 2001  
Date

*Frank M. ...*  
Director, U.S. National Park Service

*12/11/01*  
Date