

5-25-94

**FEDERAL NATIVE PLANT CONSERVATION
MEMORANDUM OF UNDERSTANDING**

among the

**BUREAU OF LAND MANAGEMENT
and the
NATIONAL BIOLOGICAL SURVEY
and the
NATIONAL PARK SERVICE
and the
USDA AGRICULTURAL RESEARCH SERVICE
and the
USDA FOREST SERVICE
and the
USDA SOIL CONSERVATION SERVICE
and the
U.S. FISH AND WILDLIFE SERVICE**

This Memorandum of Understanding (MOU) is made and entered into by and between the Bureau of Land Management, National Biological Survey, National Park Service, United States Department of Agriculture (USDA) Agricultural Research Service, USDA Forest Service, USDA Soil Conservation Service, and the U.S. Fish and Wildlife Service, hereinafter referred to as the Committee or as its members.

I. PURPOSE

The purpose of this MOU is to establish and describe a Federal Native Plant Conservation Committee. The Committee will identify priority conservation needs for native plants and their habitats and coordinate implementation of programs for addressing those needs. A native plant species is one that occurs naturally in a particular region, state, ecosystem, and habitat without direct or indirect human actions.

Recognizing that native plant species are of aesthetic, ecological, educational, historical, recreational, and scientific value to the Nation and its people, the Committee's priorities will be driven by the following vision: for the enduring benefit of the Nation, its ecosystems, and its people, to conserve and protect our native plant heritage by ensuring that, to the greatest extent feasible, native plant species and communities are maintained, enhanced, restored, or established on public lands, and that such activities are promoted on private lands.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

Native plants are a key component of national and global biodiversity conservation efforts. Native plants and their communities provide ecosystem functions vital to a healthy, productive, and beautiful environment. Protection and conservation of areas of highly diverse or rare native plants will benefit "at-risk" plants and wildlife. Opportunities for native plant preservation and conservation exist for public as well as private land managers. For example, native plants can be used to revegetate road construction sites or to revegetate and stabilize wildfire burn sites.

Plants represent over half of all federally listed endangered and threatened species in the United States as of May, 1994. More than 450 U.S. plants are federally listed, and over 2,000 native species are Federal candidates for listing. Federal lands provide habitat for more than 200 listed plant species and one-fourth of the known occurrences of listed plants. Careful management of these lands can help maintain our nation's plant heritage. Federal agencies also have the expertise to assist non-Federal land managers in plant conservation and protection efforts. Innovative partnerships are needed among public and private sectors, nationally and internationally, to conserve native plants and their habitats before they become critically endangered.

III. AUTHORITIES

This Memorandum of Understanding is made and entered into pursuant to the provisions of the following statutes:

1. Bureau of Land Management: Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737(b), section 307(b) (1988); and Act approved Oct. 24, 1984, P.L. 98-540 (98 Stat. 2718).
2. National Biological Survey: Secretarial Order 3173, September 29, 1993.
3. National Park Service: National Park Service Organic Act of 1916, 16 U.S.C. 1 (1988); Economy Act of 1932, 31 U.S.C. 1535 (1988); Fish and Wildlife Coordination Act, 72 Stat. 563, 16 U.S.C. 661 (1988).
4. USDA Forest Service: Economy Act of 1932, 31 U.S.C. 1535 (1988); Multiple Use-Sustained Yield Act of 1960, 16 U.S.C. 528-531.
5. USDA Soil Conservation Service: Soil Conservation and Domestic Allotment Act of 1935, P.L. 74-46 (49 Stat. 163, 16 U.S.C. 590a-f).
6. U.S. Fish and Wildlife Service: Endangered Species Act of 1973 (16 U.S.C. 1531-1548)(1988); Fish and Wildlife Conservation Act of 1980, 16 U.S.C. 2912 (1988); Fish and Wildlife Act of 1956, 16 U.S.C. 742f (1988); Fish and Wildlife Coordination. Act, 16 U.S.C. 661 (1988).

IV. COMMITTEE MEMBERSHIP, STRUCTURE, AND OPERATIONS

The committee members mutually agree that:

- 1. Membership on the Committee is open at any time to any Federal body interested in taking an active role in a native plant conservation program. Membership becomes official at such time as the Memorandum of Understanding is signed by the head of the Federal body or a designee thereof.**
- 2. Member agencies may designate one official (with one alternate) to serve as their representative to the Committee, who shall attend scheduled meetings at their own agency's expense. Each member agency will inform the Committee, in writing, of the name and position of its representative and alternate or of any changes in same.**
- 3. The Committee shall establish its own working rules, including a procedure for designating the Chair. The position of Committee Chair shall rotate every two years to a different member agency.**
- 4. The Committee shall meet a minimum of once per year. Additional meetings may be scheduled as agreed to by the Committee, and may include meetings at field locations.**

V. COMMITTEE RESPONSIBILITIES

The Committee members mutually agree that the Committee will:

- 1. Develop and serve as a forum for coordination and implementation of a national native plant conservation program, consisting of public education/outreach, research, conservation actions, databases/information exchange, and international programs. The Committee shall further define its goals and objectives for a national native plant conservation program in writing within 12 months of the Committee's inception.**
- 2. Establish Working Groups of experts in specific program areas to identify needs and develop alternative conservation options for consideration by the Committee.**
- 3. Encourage members to take appropriate action within the limits of their respective authorities, policies, and budgets.**
- 4. Encourage members to coordinate program implementation with State natural resource agencies and natural heritage programs where appropriate, and promote cooperative efforts with States, tribal land managers, and national and international conservation organizations through existing agreements or through establishment of new agreements, contingent upon the availability of funds as appropriated by Congress.**

5. Evaluate program implementation on a regular basis to determine how effectively objectives are being met.

VI. WORKING GROUPS

1. Working Groups will be formed as needed to determine needs for public education/outreach, research, conservation actions, databases/information exchange, and international programs. Working Groups may, when appropriate, work to plan, coordinate, and facilitate implementation of actions developed by the Committee and report periodically on progress to the Committee, within existing authority, policy review, and budgets.

2. Working Groups representing geographic regions will be established to identify regional management needs for native plants and activities of Federal, State, and private interests within the regions. The geographic regions will be determined by the Committee.

3. Working Groups may be formed or disbanded as needed, at the discretion of the Committee, consistent with the applicable requirements of the Federal Advisory Committee Act. Membership will consist of experts from both public and private sectors. Working Groups will report regularly to the Committee on their deliberations.

VII. COOPERATORS

1. Any Federal body not desiring formal representation on the Committee, and any State agency, private organization or individual, or foreign government agency interested in native plant conservation, may become a Cooperator upon acceptance of a written request to the Committee Chair. Cooperators may attend meetings of the Committee as observers, participate in informal open forums with the Committee, and participate in Working Groups. Cooperator agencies and organizations may designate one individual as a contact person, informing the Committee Chair in writing of the selection and of any changes in same. A Cooperator may withdraw upon 30 days' written notice.

2. The following organizations have expressed interest in Cooperator status:

Berry Botanical Garden
Botanical Society of America
California Native Plant Society
Center for Plant Conservation
Desert Botanic Garden
Environmental Defense Fund
Flora of North America
Garden Club of America
International Association of Fish and Wildlife Agencies
Missouri Botanical Garden
National Association of Conservation Districts
National Fish and Wildlife Foundation

Federal Native Plant Conservation Committee MOU

National Forest Foundation
National Park Foundation
National Wildflower Research Center
Native Plant Society of Oregon
Natural Areas Association
Natural Resources Defense Council
New England Wild Flower Society
North Carolina Botanic Garden
Rancho Santa Ana Botanic Gardens
Red Butte Botanic Garden and Arboretum
Soil and Water Conservation Society
Society for Ecological Restoration
State agencies with plant conservation responsibilities
State Natural Heritage Programs
The Nature Conservancy
World Conservation Monitoring Centre
World Conservation Union (formerly International Union for the Conservation of Nature and Natural Resources)

Additional Cooperators are anticipated.

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

1. This Memorandum of Understanding in no way restricts participants from involvement in similar activities with other public and private agencies, organizations, and individuals.
2. Nothing in this Memorandum of Understanding shall be construed as obligating Committee members or Cooperators to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources.
3. Modifications within the scope of this Memorandum of Understanding shall be made by formal consent of the parties, by the issuance of a written modification, signed and dated by the parties, prior to any changes becoming effective.
4. Any Committee member may terminate or withdraw membership in whole or in part at any time before the date of expiration, by providing 30 days' written notice to the Committee Chair. The Memorandum of Understanding remains viable as long as at least two Federal bodies remain Committee members.
5. This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument 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 that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide

such authority. Specifically, this instrument does not establish authority for noncompetitive award to any Committee member of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.

6. This instrument expires no later than September 30, 1999, at which time it is subject to review, renewal, or expiration.

IX. GENERAL REQUIREMENTS

1. The program or activities conducted under this Memorandum of Understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (P.L. 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

2. No member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

Federal Native Plant Conservation Committee MOU

X. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding as evidenced by their signatures below. The Memorandum of Understanding is effective upon the date of the second signature.



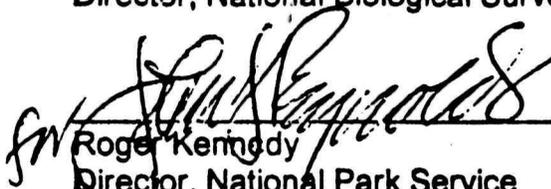
Michael Dombeck
Acting Director, Bureau of Land Management

May 25, 1994
Date



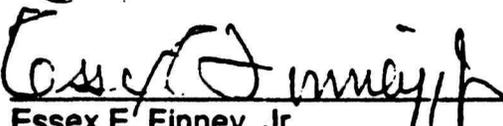
H. Ronald Pulliam
Director, National Biological Survey

5/25/94
Date



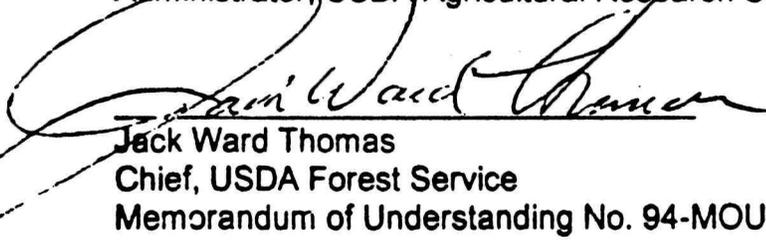
for Roger Kennedy
Director, National Park Service

5.25.94
Date



Essex E. Finney, Jr.
Administrator, USDA Agricultural Research Service

5.25.94
Date



Jack Ward Thomas
Chief, USDA Forest Service
Memorandum of Understanding No. 94-MOU-120

25 May 94
Date



Paul W. Johnson
Chief, USDA Soil Conservation Service

May 25, 1994
Date



for Mollie H. Beattie
Director, U.S. Fish and Wildlife Service

5/25/94
Date



Daniel K. Flaker
U. S. Senator