

**MEMORANDUM OF UNDERSTANDING  
16-MU-11120101-003**

Among

The Puerto Rico Department of Natural and Environmental Resources;

Para La Naturaleza;

The United States Department of Agriculture,  
Forest Service International Institute of Tropical Forestry;

The United States Department of the Interior, Fish and Wildlife Service;

Bahía Beach Resort and Golf Club and Alma de Bahía Foundation;

and

The Puerto Rico Planning Board

For

**The collaboration in the development, description, documentation, and dissemination of information related to protected areas and other conservation mechanisms in Puerto Rico for the purposes of strategic conservation planning**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to strengthen the cooperation among the Parties in the delivery of scientifically-sound information for policy and decision making, manage information to comprehensively describe protected areas and other conservation mechanisms and support strategic conservation planning that will promote the protection of natural and cultural resources in Puerto Rico's public and private lands.

**II. Parties Description**

The Department of Natural and Environmental Resources (DNER) was created under Act No. 23 of June 20, 1972, as amended, known as the "Organic Act of the Department of Natural and Environmental Resources". DNER's constitutional and executive mandates are directed on the protection and management of Puerto Rico's natural and environmental resources in a sustainable manner to guarantee its existence use and services for present and future generations while promoting a better quality of life. This agency has the ministerial duty to establish the public policy on environmental protection, management and sustainable of our natural resources, enforcing laws and regulations for its application while promoting environmental educational programs and community-based projects for collaboration of natural resource conservation practices.

Handwritten blue notes and arrows on the left margin, including a large arrow pointing to the Purpose section and initials like WSP, ARH, and AL.

The Puerto Rico Planning Board (PRPB) was created under Act No. 75 of June 24, 1975, as amended, known as the "Puerto Rico Planning Board Organic Act". The PRPB develops and implements public policy on planning, land use, economic and social development, and advises the Governor and the Legislative Assembly in related matters. The PRPB general purpose is to guide the comprehensive development of Puerto Rico according to present and future social needs; balance human, environmental, physical and economic resources in order to promote health, safety, order, coexistence and prosperity; promote organized economic development and create favorable conditions for the development of our society.

The U.S. Forest Service International Institute of Tropical Forestry (USFS-IITF) is a tropical forestry research and technology transfer institute located in Río Piedras, Puerto Rico. The USFS-IITF mission is to develop and disseminate scientifically based knowledge that contributes to the conservation of forests, wildlife, and watersheds of the American tropics in the context of environmental change.

The U.S. Fish and Wildlife Service (USFWS) works with others, to conserve, and protect a healthy environment and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the people. The Service's major responsibilities are for migratory birds, endangered species, certain marine mammals, habitat restoration, and freshwater and anadromous fish.

Para La Naturaleza, Inc., a non-profit corporation organized and existing under the laws of the Commonwealth of Puerto Rico with register number 63294. The corporation goal is to integrate society at large in the conservation of natural ecosystems, in order to increase the amount of protected lands in Puerto Rico, from the actual 8 percent to 33 percent by the year 2033. Para La Naturaleza, Inc. seeks to provide each person and each community with transformative experiences that can inspire and motivate concrete actions for nature.

The Alma de Bahia Foundation is a non for profit organization, which main purposes are to promote the conservation of natural resources, ecosystems and wildlife in Puerto Rico, contributing to the cultural, social and economic development of neighboring communities, instilling awareness in and educating the public about natural resources, and protecting local ecosystem by controlling invasive species and rescuing fauna. In addition, Bahia Beach Resort & Golf Club, is a private sustainable development and nature sanctuary that partners with public and private organizations to protect endangered species, ecosystems and habitats of conservation concern in Puerto Rico. Bahia Beach Resort is one of the 21 resorts worldwide designated as a Certified Gold Audubon International Signature Sanctuary, and currently is the only resort in the Caribbean with this distinction.

### III. Authorities

This MOU is entered into among the named Parties under the authority of:

Puerto Rico Department of Natural and Environmental Resources:

Act No. 23 of June 20, 1972, as amended, known as the “Organic Act of the Department of Natural and Environmental Resources”;

Act No. 133 of July 1, 1975, as amended, known as the “Forest Act of Puerto Rico”;

Act No. 241 of August 15, 1999, as amended, known as the “New Wildlife Act of Puerto Rico”.

Puerto Rico Planning Board

Act No. 75 of June 24, 1975, as amended, known as the “Puerto Rico Planning Board Organic Act”.

U.S. Fish and Wildlife Service:

Endangered Species Act (16 U.S.C. 1536)

Fish and Wildlife Coordination Act (16 U.S.C. §§ 661-667)

### IV. Background

Protected areas are globally known as the most adopted strategy for promoting *in situ* biodiversity conservation by preventing natural habitat conversion and reducing anthropogenic threats. Hence, strong emphasis has been placed on protected areas development as the primary mechanism for protecting the most fragile and important ecosystems and other natural and cultural heritage resources.

The Caribbean Landscape Conservation Cooperative (CLCC) is a joint effort among governmental and non-governmental entities in Puerto Rico and U.S. Virgin Islands to support the conservation of natural and cultural resources in light of climate change and other landscape-scale stressors. The mission of this cooperative is to develop and provide the best available science and strategies to agencies, decision makers, organizations, researchers, and the general public in order to conserve, restore and sustain natural and cultural resources in the Caribbean.

One of the CLCC mechanisms to accomplish their mission is in the development and support of Conservation Action Teams (CATs). These teams are defined by a clear set of objectives, aligned with the CLCC mission, and reviewed by the CLCC Steering Committee for approval. In January 2015, the CLCC approved the creation of the Protected Area Conservation Action Team (PA-CAT) in order to promote information sharing among agencies involved in land

management and conservation planning and improve existing information in support of the identification, establishment and management of a comprehensive protected areas system in Puerto Rico and the U.S. Virgin Islands. In addition, the PA-CAT has proposed the establishment of an Integral System for the Conservation of Nature which will identify and map conservation mechanisms that include zoning, legal designations and regulation, incentive programs, past practice and land use planning, as well as protected areas, that contribute to the protection of natural and cultural resources in Puerto Rico's public and private lands.

Based on the International Union for the Conservation of Nature (IUCN), and the Protected Database of the United States (PADUS) the PA-CAT has defined a protected area as: "*A geographic area clearly defined and delimited through legal or other effective means for the long-term conservation of its natural resources, biodiversity, ecosystem services and associated cultural values*". This definition can serve as a fundamental tool for promoting a common language among the Parties and for comparing protected areas in Puerto Rico with those in the rest of the world.

The PA-CAT has members from government agencies, non-governmental organizations and universities in Puerto Rico and the US Virgin Islands. The PA-CAT has established a technical team which can assist the Parties in the accomplishment of the objectives and purpose of this MOU. The purpose and expected value of this Agreement is expected to persist after the specific objectives of the PA-CAT have been accomplished.

## V. Roles and Responsibilities

As a group, the Parties will seek to **develop, describe, document, and disseminate information on Protected Areas and other conservation mechanisms in Puerto Rico for the purposes of strategic conservation planning**. The group will develop and maintain a standard of information management that clearly indicates the sources of information and inherent assumptions or uncertainties, and will strive for transparency and public accessibility of the information. The intent is to build, maintain, and share spatially-explicit information on conservation mechanisms to serve as a basis for conservation planning and decision making.

As a group the Parties will review annually the accomplishments, objectives, capacity, and needs of the collaboration in order to determine whether the Parties are most effectively working to the purpose of the MOU.

The Parties will:

1. Recognize the unique and valuable role each Party brings to the MOU.
2. Identify broad landscape practices and mechanisms that support conservation and restoration of natural and cultural resources in Puerto Rico's public and private lands.

3. Promote and facilitate data sharing, communication and collaborative work among agencies and organizations.
4. Support the development of multi-agency's guidelines (protocol) for data compilation, sharing, storage and systematic update.
5. Support the development of policies and decision making process with the best available information and science.
6. Work closely with the CLCC PA-CAT to refine goals and develop and deliver expected products resulting from the MOU.
7. Designate a Point of Contact and others as necessary to actively participate in the PA-CAT technical team - and who may provide technical guidance during the decision making process and may participate in, conference calls and meetings; provide technical expertise; provide and review data; communicate new information produced, and educate others as to value of this information in conservation or other land use planning.
8. Provide leadership for the planning, implementation and monitoring of projects developed to achieve the goals of the MOU.

#### **VI. Modification of Agreement**

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

#### **VII. Termination of Agreement**

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other parties to the agreement. In the event of termination by one or more of the parties, the other parties may initiate a new MOU between them if they agree that is necessary for the normal and efficient operation of the PA-CAT.

#### **VIII. Terms and Conditions**

- A. This MOU will be in effect for a period of five (5) years from the date on which the last Party affixed its signature hereto.
- B. 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 any party against the United States, its agencies, its officers, or any person.

C. 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 any party against the Commonwealth of Puerto Rico, its agencies, its officers, or any person.

D. This MOU does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency to activities beyond the scope of its mission and authorities under its organic statutes.

E. The Parties will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

F. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Parties to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance to applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.

G. All activities and programs, conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be accordance with regulations of the Secretary of Agriculture (7 C.F.R.15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.

H. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

I. This MOU in no way restricts the parties from working together or participating in similar activities with other public or private agencies, organizations, and individuals.

J. Any public notices or press releases issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.

K. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.

L. All parties agree that neither party is an agent of the other, nor authorized to enter into business negotiations, agreements, or otherwise make commitments on behalf of the other and further, neither party shall be bound by the acts of the other, unless any such acts or commitments are expressly authorized in a prior written agreement signed by an officer or authorized representative of each party.

M. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.

N. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own officers, directors, or employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of officers, directors, or employees from non-federal agencies and/or non-governmental organizations or entities while acting within the scope of official duty shall be governed by the provisions of the laws of the Commonwealth of Puerto Rico.

O. The parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow.

P. Nothing in the MOU is intended to supersede any laws, regulations, or directives by which the parties must legally abide.

Q. Any information furnished to federal agencies under this agreement is subject to the Freedom Information Act (5 U.S. C. 552).

R. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.

S. Nothing in this agreement may be interpreted to imply that the United States, the Commonwealth, the United States Department of the Interior, the Fish and Wildlife Service, the United States Department of the Agriculture or the U.S. Forest Service International Institute of Tropical Forestry, Para la Naturaleza, the Puerto Rico Planning Board, and the Puerto Rico Department of Natural and Environmental Resources endorses any product, service or policy of Bahía Beach Resort and Golf Club and Alma de Bahía Foundation. Bahía Beach Resort and Golf Club and Alma de Bahía Foundation will not take any action or make any statement that suggests or implies such an endorsement.

T. Use of Logos: The use of Logos by any of the parties on any document, published media (such as Web page), printed publication, or audiovisual production requires prior written approval by the corresponding parties. The use of the U.S. Forest Service insignia on any published media, such as Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communication. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

U. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement party acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If party fails to comply with these provisions, the U.S. Forest Service will annul the agreement and may recover any funds party has expended in violation of sections 433 and 434.

V. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers,

and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

W. Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR 180. Additionally, should parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

X. Each signatory will provide within 30 days of the last signature, contact information about principal point of contacts for this MOU (i.e., name, phone, and email).

**IX. Approval**

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature:

Carmen R. Guerrero-Pérez  
Secretary  
Puerto Rico Department of Natural  
and Environmental Resources

Date APRIL 19, 2016

Ariel E. Lugo  
Director  
US Forest Service-IITF

Date APRIL 19, 2016

Fernando Lloveras San Miguel  
President  
Para la Naturaleza

Date APRIL 19, 2016

Leopoldo Miranda  
Assistant Regional Director  
Southeastern US, Puerto Rico & US Virgin  
Islands  
U.S. Fish and Wildlife Service

Date APRIL 19, 2016

Luis García Pelatti  
President  
Puerto Rico Planning Board

Date APRIL 19, 2016

Martin Smith  
President  
Bahía Beach Resort & Golf Club and Alma  
de Bahía Foundation

Date APRIL 19, 2016