

FS Agreement No. 19-MU-11081600-035

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
PUERTO RICO CONSERVATION TRUST
And The
USDA, FOREST SERVICE
EL YUNQUE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Puerto Rico Conservation Trust, hereinafter referred to as “The Partners,” and the United States Department of Agriculture (USDA), Forest Service, El Yunque National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: The economy of Puerto Rico has undergone a profound transformation over the past decades. The Island has transitioned from an industrial-based export platform, into a service-oriented economy. However, tourism and recreation as an economic activity have remained relatively similar, particularly in terms of offerings and how such activity is intertwined with the rest of the local economy. Other jurisdictions have proved the value of experiences which combine local factor endowments such as natural resources, community engagement and recreational activities for both residents and visitors.

The Northeast Trail Network is a project conceived by local stakeholders which have recognized the potential of the visitor economy and the economy of solidarity particularly those activities that promote recreational uses, along with the sustainable inclusion of local natural assets and local communities.[The name of the trail and the name of the governing body may change] The project started in 2014 as a result of El Yunque's Regional Ecological, Social and Economic Assessment, which identified the need for a regional trail system.

The goal behind the project is to connect communities in the municipalities of Río Grande, Luquillo and Fajardo with surrounding natural and recreational areas, including but not limited to El Yunque Natural Forest, the Northeastern Ecological Corridor Natural Reserve and the Cabezas de San Juan Natural Reserve. To attain such goal, El Yunque National Forest is working collaboratively with the Puerto Rico Conservation Trust and its Unit Para La Naturaleza, the National Park Service (US Department of the Interior) Rivers, Trails and Conservation Assistance Program and other local partners. Moreover, the US Forest Service is supporting the project by providing a leadership role and understands the initiative as consistent with its Land and Resource Management Strategy.

Title: Northeast Trail Network Collaborative



- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish the Northeast Trail Network Collaborative. This document outlines the roles and responsibilities of the Northeast Trail Network Collaborative partners. Each partner will support the project via several actions that include, but are not limited to: aiding in outreach efforts, educational activities, capacity building, providing meeting facilities, technical support, institutional endorsement, data sharing, seeking funding opportunities, project planning, design, construction and maintenance among others in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Northeast Trail Network has been nationally recognized as a critical undertaking to ensure access to outdoor spaces and conservation of special treasured natural habitats of Puerto Rico. The creation of networks, not just of physical trails, but of organizations interacting with natural resources, will provide new socio-economic opportunities for NGOs, citizens, businesses, and public institutions. The Northeast Trail Network will allow users to enjoy the natural resources in El Yunque and its periphery will increase knowledge about the different ecosystems of the region and their interactions. Moreover, will promote stewardship and provide new economic development opportunities for the area. By providing access and a greater connectivity level, the trail network adds value to a complete region, rather than a limited localized effect.

The Northeast Trail Network Collaborative will not only work towards physical trails connectivity but will also provide a forum for new socio-economic opportunities for communities surrounding the natural areas. The Partners under the MOU have aligned interests in the region, and have consistently supported conservation, recreation, and socioeconomic activities within the area. All Partners will benefit from the Northeast Trail Network's direct and indirect effects.

The US Forest Service will benefit from the collaboration, outreach efforts, educational and capacity building initiatives which allow citizens to understand the importance of the forest and its peripheral lands. The potential increase in the interaction of visitors and residents with natural outdoor spaces will increase the social valuation of such assets and hence further community, as well as public and private engagement should be expected.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNERS SHALL:

- A.** Work together as collaborative organization to plan, design, construct, maintain and promote the Northeast Trail Network.



- B. Provide staff if available to participate on the Collaborative who has full authority to represent their respective entities.
- C. Collectively, identify each partners' specific roles and responsibilities, commitment, and support to the project.
- D. Meet quarterly to coordinate completion of phases and track the progress of this project. The partners will meet to provide input on local needs, interests, expectations, concerns, recommendations, and revisions to the trail network, if necessary. Meetings could include community workshops, or any other participatory mechanism.
- E. Discuss and identify opportunities for cooperative work or mutually beneficial projects or activities, when appropriate.
- F. Jointly pursue projects with the communities located in northeastern Puerto Rico to promote the construction and use of the trail(s) for recreation and economic pursuits.
- G. Collaborate to provide activities and educational programs.
- H. Cooperate to develop overarching user rules and guidelines and to check for compatibility among protected area management rules and standards.
- I. Facilitate obtaining appropriate permit and approval prior to implementation of any construction and regarding the trail network.
- J. Cooperator to evaluate the joint work of the collaborative partners, and document the project's objectives accomplished on an annual basis.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Be a member of the Northeast Trail Network Collaborative.
- B. Coordinate land use for the construction of trailheads and related activities on its jurisdiction, subject to applicable Federal laws, regulations, policy, USFS plans, and other management direction.
- C. Provide staff to participate on the Northeast Trail Network Collaborative who has full authority to represent El Yunque National Forest.
- D. Work as part of the Northeast Trail Network Collaborative in the planning, design, construction, maintenance, and promotion of the Northeast Trail Network.
- E. Provide project leadership and guidance.



- F. Jointly pursue projects with the communities located in northeastern Puerto Rico to promote the construction and use of the trail(s) for recreation and economic pursuits.
- G. Collaborate to provide activities and educational programs.
- H. Cooperate to develop overarching user rules and guidelines and to check for compatibility among protected area management rules and standards.
- I. Facilitate obtaining appropriate permit and approval prior to implementation of any construction and regarding the trail network.
- J. Cooperate to evaluate the joint work of the collaborative partners and document the project’s objectives accomplished on an annual basis.

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

- A. The parties may add additional partners to this agreement with the oral concurrence of the Partner entities at the time of the proposed addition. A written record of the oral consent of the cooperators will be created and maintained by the parties. The addition of new partners will be affected by attaching to the MOU the written consent of the representatives of the new entities.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Soledad Gaztambide Arandes Address: P.O. Box 9023554 City, State, Zip: San Juan PR 00902-3554 Telephone: (787) 722-5834 ext. 345 FAX: N/A Email: soledad@paralanaturaleza.org	Name: Kathleen Z. Rodriguez Address: P.O. Box 9023554 City, State, Zip: San Juan PR 00902-3554 Telephone: (787) 722-5834 x. 370 FAX: N/A Email: kathleen@paralanaturaleza.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Pedro Rios, Ecosystem Mgmt Team Leader, El Yunque NF Address: Km 4.4 Road 191, City, State, Zip: Rio Grande, PR 00745 Telephone: 787-888-5655 FAX: 787-888-5685 Email: prios@fs.fed.us	Name: Ivette Martinez, Budget Officer El Yunque National Forest Address: Km 4.4 Road 191, City, State, Zip: Rio Grande, PR 00745 Telephone: 787-549-0077 FAX: 787-888-5685 Email: imartinez01@fs.fed.gov

C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Partners is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To The Partners, at The Partner’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or The Partners from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any of The Partner’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of The Partners's products or activities.
- F. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and



cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Partners to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. 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.
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Partners are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"El Yunque National Forest of the U.S. Forest Service, Department of Agriculture"

The Partners may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Partners are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Partners shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Partners shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."


- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. The Partners 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 Part 180. Additionally, should The Partners 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.


- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 30, 2023 at which time it will expire.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.


 _____ Date
 TANIA VÁZQUEZ RIVERA, Secretary
 Puerto Rico Department of Natural and
 Environmental Resources


 _____ Date
 ANÍBAL MELÉNDEZ RIVERA, Mayor
 Municipality of Fajardo


 _____ Date
 JESÚS G. MÁRQUEZ RODRÍGUEZ, Mayor
 Municipality of Luquillo


 _____ Date
 FERNANDO LLOVERAS SAN MIGUEL, President
 Para La Naturaleza



FÉLIX R. HERNÁNDEZ ISAAC, Representative
Asociación de Acampadores de Puerto Rico, Inc.

Date

CRISTOBAL JIMÉNEZ, President
Coalición Pro-Corredor Ecológico del Noreste

Date

VANNESSA PIÑEIRO MONTES, President of
Board of Directors
Vitrina Solidaria

Date

CARLOS M. RODRÍGUEZ MONTAÑEZ, President
Alianza Comunitaria Pro Desarrollo Sustentable de
Sabana, Luquillo, PR, Inc.

Date

ÁNGEL BERRÍOS BENÍTEZ, President
Centro Cultural Multidisciplinario Del Barrio Juan
Martín Inc.

Date

SHARON I. WALLACE, Forest Supervisor
U.S. Forest Service, El Yunque National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

12/06/2018

ROBIN STIDHAM

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.