

03-01-02

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MEMORANDUM OF UNDERSTANDING
among
THE UNITED STATES DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY
And
NATIONAL PARK SERVICE
And
FISH AND WILDLIFE SERVICE
And
UNITED STATES GEOLOGICAL SURVEY
For
INTEGRATION OF RESEARCH, PLANNING AND INTERAGENCY COORDINATION
SUPPORTING EVERGLADES RESTORATION ACTIVITIES

This Memorandum of Understanding (MOU) is made and entered into among the Department of the Interior, Office of the Secretary ("DOI"), the National Park Service ("NPS"), the United States Fish and Wildlife Service ("FWS"), and the United States Geological Survey ("USGS"), collectively referred to as the "Parties."

I. Authorities

National Park System Organic Act, 16 U.S.C. § 1 *et seq.*

Wilderness Act of 1964, 16, U.S.C. 1131 *et seq.*

Fish and Wildlife Coordination Act, 16 U.S.C § 661

Endangered Species Act of 1973, 16 U.S.C. § 1531 *et seq.*

National Wildlife Refuge System Improvement Act of 1997, 16 U.S.C. 668dd-668 ee,
P.L. 105-57

Water Resources Development Act of 1996, Pub. L. No. 104-303,
§ 528, 110 Stat. 3767 (1996)

Water Resources Development Act of 2000, Pub. L. No. 106-541, § 601, 114 Stat. 2572 (2000)

U.S. Geological Survey Organic Act, 43 U.S.C. 31 (a) *et seq.*

Economy Act, 31 U.S.C. § 1535

II. Purpose and Joint Objectives

The purpose of this MOU is to integrate and facilitate coordination among the Parties for all ongoing and future monitoring, research, planning and interagency coordination activities supporting Everglades restoration. With the enactment of the Comprehensive Everglades Restoration Plan (CERP), it is important that appropriated funds target not only the highest priority research, planning and interagency coordination needs of the restoration effort, but are coordinated both within the Department, and with related on-going efforts of state and other Federal partners. This integration will facilitate the leveraging of resources, maximize the value of Federal funds, and ensure that the best available research products and monitoring and assessment tools, responsive to the needs of NPS and FWS, are obtained.

Both NPS and FWS are responsible for the stewardship of one-half the remaining Everglades ecosystem and have responsibilities to provide technical expertise to the Army Corps of Engineers (Corps) as it implements, with the State of Florida, one of the largest watershed restoration programs in the world. As the Department's premier research organization, the USGS is uniquely situated to provide quality research products responsive to the needs of the NPS and FWS, and other Federal and state partners, as Everglades restoration efforts proceed.

The MOU will ensure: (1) ongoing and future research and related products are determined collaboratively by the Parties to support Everglades restoration activities and the needs of the NPS and FWS; (2) the continuation of ongoing monitoring and assessment activities of the NPS and FWS to assess the effects of Everglades restoration projects on Interior managed lands and resources for which Interior plays a key stewardship role, including Endangered Species; and (3) the continuation of critical planning and interagency coordination activities being implemented by the Office of the Executive Director, South Florida Ecosystem Restoration Task Force (SFERTF). These efforts include: ecosystem restoration planning activities, required reports for the Congress, high priority coordination efforts of the Task Force and the Department's on-going partnership with the Army Corps of Engineers including ecosystem science peer review.

This MOU will apply to programs proposed for funding in FY 2003 and beyond, wherever funds may be appropriated which support an integrated monitoring, research, planning and interagency coordination program for ecosystem restoration initiatives in South Florida.

III. Responsibilities of the Parties

A. Principal Points of Contact

To provide for consistent and effective communication among the Parties, each Party shall appoint a principal representative, located in South Florida, to serve as its central point of contact on matters related to this MOU.

B. Determination and Funding of Requirements for Monitoring, Research, Planning and

Interagency Coordination:

FWS, NPS, and USGS shall have primary responsibility, working collaboratively with other state and Federal partners, including the Department's Office of the Executive Director, SFERTF, the Seminole and Miccosukee Tribes and the Army Corps of Engineers, to determine and rank the research requirements to be funded and implemented as part of this integrated program. Additionally, FWS and NPS, in collaboration with the USGS, shall be responsible for determining an appropriate amount of funds required to sustain critically important monitoring and assessment activities on lands and trust resources managed by the Department. Data collected through these activities must meet Federal Geographic Data Committee (FGDC) standards as applicable.

The USGS will develop, in collaboration with NPS and FWS, a consolidated, external peer-reviewed research program that integrates the FWS and NPS requirements, and which includes a detailed list of research tasks and timelines to support critical decision points associated with the restoration effort. Each research task should have an estimate of funds needed for each year, as well as a list of deliverables and set of milestones. USGS is responsible for reviewing NPS and FWS monitoring and assessment data standards and data base programs as agreed to by the Parties.

The Executive Director, SFERTF shall be responsible for proposing the annual amount of funding necessary to implement planning and interagency coordination responsibilities and activities as well as other related functions in support of the Department's monitoring, assessment and research programs.

Annual funding proposals shall be collaboratively developed with the Parties and shall be submitted to the Department as part of the annual DOI budget process.

Upon Congressional appropriation of funding for research projects covered by this MOU, funds will be transferred to the most appropriate source as collaboratively agreed to among NPS, FWS and USGS. The USGS will provide to NPS and FWS collaboratively agreed upon study plans that include appropriate peer-reviews of the plans and products being funded. The appropriated funds for peer-reviewed monitoring and assessment activities shall be transferred to the FWS and NPS, consistent with the amounts approved for such expenditure. Similarly, appropriated funds for interagency coordination and planning activities shall be transferred to the Office of the Executive Director, SFERTF consistent with the amounts approved for such expenditure.

USGS agrees to tailor its administrative overhead associated with the implementation of this program to an appropriate level. For funds that are transferred to another DOI entity for implementation, this overhead will be no more than 3% with a goal of reducing or eliminating such costs.

C. Reporting Requirements

Any Party receiving funds for research or monitoring and assessment activities, or planning and interagency coordination projects through this integrated program agrees to report to the lead Everglades policy official as designated by the Secretary of the Interior to summarize the annual progress and results of the projects and programs covered by this MOU.

IV. Interagency Coordination and Dispute Resolution

The Parties shall work collaboratively to plan, seek funding and execute an integrated research, monitoring and assessment, planning and interagency coordination effort. In the event a dispute is identified by any of the Parties, the Parties agree to resolve the dispute at the lowest organizational level within 30 days. If the dispute is not resolved within that time frame, the Parties agree to elevate the dispute to the next organization level for resolution. Ultimate resolution of disputes related to this MOU shall reside with the lead Everglades policy official as designated by the Secretary of the Interior

V. Term of MOU

This MOU shall become effective on the last date of signature below and shall terminate upon the mutual agreement of the parties. This MOU may be modified or amended as appropriate by mutual consent in writing of the Parties. No modification shall be binding on any Party unless such modification or amendment is in writing and is executed by all the Parties. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A facsimile copy of this MOU and any signatures hereon shall be considered for all purposes as originals.

VI. Authorizing Signatures

For the Office of the Secretary:

Ann R. Klee 3/22/02

Ann R. Klee Date
Special Assistant and Counselor to the Secretary

Lynn Scarlett 3/28/02

Lynn Scarlett Date
Assistant Secretary Policy, Management and Budget

Terrence "Rock" Salt 3-18-02

Terrence "Rock" Salt Date
Executive Director, South Florida
Ecosystem Restoration Task Force

For the National Park Service

Fran P. Mainella 3/18/02

Fran P. Mainella
Director

Date

For the United States Fish and Wildlife Service:

Steve Williams 3/18/02

Steve Williams
Director

Date

For the U.S. Geological Survey

Charles G. Groat 3/6/02

Charles G. Groat
Director

Date