MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL WILDLIFE FEDERATION AND THE UNITED STATES FISH AND WILDLIFE SERVICE

This Memorandum of Understanding (MOU) is made and entered into between the National Wildlife Federation (Federation) and the United States Fish and Wildlife Service (Service), hereinafter referred to as "the Parties."

I. PURPOSE

The purpose of this MOU is to provide a framework for cooperation in restoring and conserving populations of the monarch butterfly, other pollinator species, and the native plants and habitat upon which they depend. This cooperation serves the parties' mutual interests.

II. AUTHORITIES

This MOU is entered into under the following authorities:

The Fish and Wildlife Coordination Act, 16 USC 661 et seq., and
The Fish and Wildlife Act of 1956, 16 USC 742f et seq.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Service's mission is "to work with others to conserve, protect and enhance fish, wildlife and plants and their habitats for the continuing benefit of the American people." This is accomplished through the dedicated efforts of Service employees. In carrying out this function, the Service works to increase the knowledge, awareness and appreciation of the Nation's natural resources for all Americans that it serves.

The mission of the National Wildlife Federation (Federation) is, "Inspiring Americans to protect wildlife for our children's future." The Federation engages 4 million members and supporters and 48 independent state and territorial affiliates. It believes that individual citizens and communities must engage and can help solve the Monarch and pollinator crisis. The Federation's signature program, *Garden for Wildlife* has been a part of this effort for over 40 years. 176,000 and growing Certified Wildlife Habitats and 130 Community Wildlife Habitats recognize individual and group commitment to providing habitat for pollinator wildlife that provides food, water, cover and places to raise young in yards, schools, businesses, faith-based organizations, campuses, parks, farms and other community-based landscapes. In addition, NWF Forest and Farm work is active with rural and agricultural groups to promote larger landscape wildlife habitat restoration.

The Federation was founded by J. N. "Ding" Darling as a result of the recognition in the early 1900s that there was no nationwide constituency to support conservation. In 1936, he convinced President Franklin Roosevelt to convene more than 2,000 hunters, anglers and conservationists from across the country to the first North American Wildlife Conference in Washington, DC. There, the General Wildlife Federation (later changed to the National Wildlife Federation) was formed with the idea of uniting sportsmen and all outdoor and wildlife enthusiasts behind the

common goal of conservation. The organization still endeavors to conserve our nation's fish, wildlife, and their habitats through the efforts of the national organization and its state affiliates.

Recognizing mounting threats and steep declines in populations of pollinators and their habitats, both the Federation and the Service have recently begun to focus resources on the conservation of monarch butterflies and other pollinators. This MOU provides a mechanism for both organizations to work cooperatively and collaboratively on this critical conservation issue.

By entering into this MOU, the Federation and the Service recognize that both parties have common interests, which include:

1. Conserving monarch butterflies and other pollinators on their breeding and wintering grounds and throughout their migration corridors;
2. Engaging regional, state and local governments, schools, service organizations, museums, zoos, farm groups and other interested parties to build awareness regarding monarch butterflies and other pollinators; and
3. Engaging regional, state, and local governments, schools, service organizations, museums, zoos, farmers and other interested parties at the local level to create, conserve and restore native habitat for pollinators.

IV. RESPONSIBILITIES

To actively promote the goals of this MOU, the Parties agree as follows:

A. The Federation will:

1. Utilize its Gardening for Wildlife Program and Forest and Farm efforts in the furtherance of this MOU ; specifically, to increase efforts to address the decline of the monarch butterfly, other pollinators and their native habitats in local communities.

2. Provide opportunities for outreach, education and action to interested constituencies, including state fish and wildlife agencies, other government agencies, private landowners, and other organizations on implementation of conservation and restoration activities for native species and their habitats, and other cooperative projects through its national and regional staff, Eco-Schools Program and state affiliates.

3. Disseminate information about this partnership and the conservation efforts it supports with its state affiliates and other partners.

B. The Service will collaborate with the Federation on the following:

1. Make its public lands, facilities and staff available to the greatest extent feasible for the furtherance of this MOU; specifically, to increase awareness of the decline of the monarch butterfly and other pollinators through local community outreach and by hosting education opportunities. Any availability of Service lands will be subject to applicable federal laws, regulations, land use and activity plans, compatibility determinations, and special use permits for the affected area, and approval by the authorized officer(s) of the Service for the lands or resources involved.

2. Develop a national level communications strategy to increase national awareness of

the decline of monarch butterflies and pollinators, and highlight conservation efforts throughout the country.

3. Utilize its Urban Wildlife Initiative and partnerships with non-traditional organizations in the furtherance of this MOU.

4. Provide funding and staff assistance, to the extent available, for the planning, implementation and monitoring of work undertaken pursuant to this MOU.

5. Work with other federal agencies and other partners, in leading a coordinated effort to leverage local efforts by the Federation to conserve and restore monarch butterfly habitat.

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

1. Specific work projects or activities that involve the transfer of money, services or property between the parties to this MOU will require execution of separate agreements or contracts. Each subsequent agreement or arrangement involving the transfer of money, services or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

2. This MOU in no way restricts the Service or Federation from participating in similar activities or arrangement, or promoting public policy activities with other public or private agencies, organizations or individuals.

3. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements, contracts, or leases made in writing by the representatives or the parties and shall be independently authorized by appropriate statutory authority.

4. This MOU may be modified or amended upon written consent of all parties or may be terminated with a 30-day written notice from the Service or the Federation.

5. An oversight group will be established within 60 days of the effective date of this MOU, in order to develop specific goals and action items to further the aims of the agreement. Each party will designate members to this group that are mutually acceptable to the parties. The parties agree to meet annually to review and evaluate the effectiveness of the program and the MOU.

6. In carrying out the terms of this agreement there shall be no discrimination again any persons because of race, color, national origin, age, religion, sex, sexual orientation, or disability, 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, 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 in Employment Act of 1975, and in accordance with the policies of the Department of the Interior and Fish and Wildlife Service, which provide that no person shall, on the grounds of race, color, national origin, age, sex, religion, marital status, sexual orientation, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of the Interior or any Bureau thereof.

VI. DURATION

This MOU shall become effective as of the date of approval and shall continue in effect for a period of five years or until modified or terminated by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last date written below:

Date: 2.9.2015

Daniel M. Ashe, Director
U.S. Fish & Wildlife Service

Date: 9 Feb 2015

Collin O'Mara, President
National Wildlife Federation