FS Agreement No. ____ - ____ - ____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
AMERICAN PUBLIC GARDENS ASSOCIATION
And The
USDA, FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the American Public Gardens Association hereinafter referred to as "APGA," and the United States Department of Agriculture (USDA), Forest Service, Washington Office, hereinafter referred to as the "Forest Service."

Background:

Title: Coordination in Support of Ecosystem, Plant, and Gene Conservation

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to coordinate in a wide range of activities, including but not limited to, conducting assessments, inventory, collecting, monitoring and gene conservation activities, data acquisition and sharing, outreach, education, and other management activities necessary to conserve plants and their pollinators and ecosystems critical to sustaining biological diversity in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both APGA and the U.S. Forest Service have responsibilities for and interests in the preservation, conservation and management of biological diversity, and conservation education of the public.

The U.S. Forest Service is a natural resource agency dedicated to the sustained management of the Nation's natural resources and providing service to people through Federal law and regulations administered by the Secretary of Agriculture. The U.S. Forest Service is responsible for managing habitats that maintain sustainable populations of plants and animals on approximately 193 million acres of National Forests and National Grasslands in 43 states, as well as its critical role in the management protection, and wise use of over 130 million acres of urban and community forest land. The U.S. Forest Service acquires. develops and disseminates up to-date information on proposed, threatened, endangered, sensitive, and candidate

plant species' status, distributions, population trends, ecology, conservation needs, and stewardship. This information is essential to the U.S. Forest Service to implement management activities that conserve these natural resources both *in situ* and *ex situ*.

The U.S. Forest Service accomplishes these mandates in part by utilizing the resources of APGA and its network of member institutions. The *ex situ* conservation services and resources provided by APGA and their network of member institutions are critical to the U.S. Forest Service rare species management. As it strives to restore, maintain, and enhance population and habitats for over 420 species of plants and animals listed under the Endangered Species Act as proposed, threatened or endangered, and provides special management for over 2,000 plant species designated by the U.S. Forest Service as sensitive species or species of conservation concern. Management of these vulnerable components and links in the biodiversity chain is crucial to implementing the U.S. Forest Service mission for land and resource management.

APGA is an association of public gardens, botanic gardens, arboreta, and other related spaces that are dedicated to, among other things, raising awareness of the critical importance of plant conservation and helping to ensure the conservation and restoration of rare, threatened, and endangered plants around the globe. APGA and its members understand the importance of saving plants from extinction. The work of botanical gardens and arboreta in partnership with land management agencies, universities, and other conservation organizations offers tremendous promise that will secure America's botanical heritage for our children. A Board of Directors manages APGA as a non-profit corporate entity. APGA members endeavor to promote the conservation of plants through public education, improved methods of *in situ* and *ex situ* conservation, implementation of small population management research and other development efforts that are leading to an increased understanding of plant conservation needs. APGA and its network of gardens and arboreta provide valuable information and services to government and non-government organizations, scientists, land managers and the public.

The U.S. Forest Service and APGA desire to work on a broad range of cooperative projects in areas of mutual interest.

It is the desire of both parties to cooperate fully with each other, including exchange of personnel and other resources, in matters relating to the conservation and management of plant species and the conservation of their habitats and ecosystems through cooperative efforts that are likely to include, but are not limited to:

1. Inventories, assessments, surveys, data management and analysis, and *in situ* and *ex situ* conservation strategies, including but not limited to programs which provide for gene conservation and the reintroduction of locally extirpated, rare plant species;
2. Training of Forest Service personnel and APGA members in newly emerging areas of imperiled species restoration, recovery, and management;

3. Identification of special management areas (Research Natural Areas and Botanical Special Interest Areas, for example);
4. Production of grants and agreements, reports, abstracts, and other materials;
5. Input into natural resource planning projects of mutual interest;
6. Assistance to, and partnerships with, foreign, state, and tribal governments, private landowners, communities, and other non-governmental organizations;
7. Demonstration of innovative land management practices, including those that facilitate international conservation of at-risk plant species, forests, parks, watersheds and protected areas as well as the use of prescribed fire, sustainable forestry, grazing, and other techniques;
8. Programs that build the awareness, prevention and management of invasive species, plant pests, and diseases, and that promote the health of forest ecosystems and the value of green spaces for communities;
9. Community-based outreach, public awareness events and activities, informal and formal education, professional development workshops, citizen science initiatives, and other partnerships.
10. Increasing community resilience to wildfire events by providing guidance on maintaining fire-smart landscapes and offering support to community members and first responders in the aftermath of wildfires.

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

III. APGA SHALL:

A. Cooperate with Forest Service in designing projects and other collaborative activities, which, if implemented would be funded under a separate U.S. Forest Service Grants and Agreements funding instrument.
B. Invite the Forest Service National Endangered Species Botanist and other Forest Service collaborators to be individual members of the APGA, as jointly determined by the APGA and U.S. Forest Service.
C. Invite the Forest Service National Endangered Species Botanist or other Forest Service Collaborators to appropriate APGA meetings.
D. Meet annually, or as needed, with representatives of the U.S. Forest Service to strategically plan collaborations and develop guidelines for project proposals to meet the purposes of this MOU.
E. As determined by specific agreement, provide support for the implementation of projects that advance conservation, recovery, and restoration of plant species, with priority given to native species where applicable, in furtherance of the shared goals of this MOU.

IV. THE FOREST SERVICE SHALL:

A. Make National Forest System lands available, as they are for all citizens, for the furtherance of this partnership, subject to applicable federal law, regulations, Forest Plans, and approval by the appropriate Forest Service official.
B. Work collaboratively to streamline the collecting permit process for voucher specimens, seed, cuttings, etc. across Forest Service lands.
C. When it is mutually beneficial, the Forest Service will cooperate with APGA and its members in carrying out programs and activities of the Forest Service such as the development and implementation of rare plant species conservation strategies, project plans, watershed and other ecological assessments, conservation projects and natural heritage programs which provide for conserving biological diversity and conserving and managing plant resources.
D. Work collaboratively with APGA and its member gardens and arboreta in developing and delivering youth education programs, interpretive displays, and other outreach activities that encourage citizens of all ages to experience and learn about nature and the value of plants and to promote visitation to parks, gardens, national forests and grasslands.
E. Participate in appropriate APGA meetings upon invitation.
F. Cooperate with APGA and its member gardens and arboreta in designing projects and other collaborative activities, which, if implemented would be funded under a separate U.S. Forest Service Grants and Agreements funding instrument.
G. Consistent with Forest Plans and other agency direction, provide leadership and share information across landownership boundaries for assessments and to support planning, decisions, implementation and monitoring of projects or administrative studies undertaken pursuant to this MOU.
H. Meet annually, or as needed, with representatives of APGA to develop collaborative strategic plans and discuss and reach agreement on guidelines for the project proposals to meet the purposes of this MOU.

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

A. 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: Pamela Allenstein Address: American Public Gardens Association, 1207 Delaware Ave #350 City, State, Zip: Wilmington, DE 19806 Telephone: 610-708-3015 Fax: 610-444-3594 Email: pallenstein@publicgardens.org	Name: Michelle Provaznik Address: American Public Gardens Association, 1207 Delaware Ave #350 City, State, Zip: Wilmington, DE 19806 Telephone: 610-708-3010 Fax: 610-444-3594 Email: mprovaznik@publicgardens.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: David Pivorunas Address: 201 14th Street SW, MS-1115 City, State, Zip: Washington, DC 20250 Telephone: 202-205-1213 FAX: Email: david.pivorunas@usda.gov	Name: Altonia Matthews Address: 201 14th Street SW, MS-1115 City, State, Zip: Washinton, DC 20250 Telephone: FAX: Email: altonia.matthews@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. 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 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement APGA 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 debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If APGA fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds APGA has expended in violation of sections 433 and 434.

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

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

To APGA at APGA'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 Forest Service or APGA from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of APGA's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of APGA'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, 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 FOREST SERVICE INSIGNIA. In order for APGA to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the 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.

K. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

L. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. APGA is 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:

"Washington Office of the Forest Service, Department of Agriculture,

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

M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. APGA shall acknowledge 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. APGA 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. APGA shall immediately inform the 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 APGA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the 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 5/13/2031 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.

Michelle Provaznik Digitally signed by Michelle Provaznik
Date: 2026.05.13 15:39:44 -06'00'

Michelle Provaznik, Chief Executive Officer — Date
American Public Gardens Association

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

GARY BARRETT Digitally signed by GARY BARRETT
Date: 2026.05.15 16:09:25 -04'00'

Gary Barrett, National Partnership Office Director — Date
Forest Service, Washington Office

Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.