



**COLLABORATION AGREEMENT BETWEEN
THE DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES
AND
THE VIEQUES CONSERVATION AND HISTORICAL TRUST
FOR CO-MANAGEMENT OF THE
VIEQUES BIOLUMINESCENT BAY NATURE RESERVE**

AGENCY: 133
Agreement No.
Registration No.

APPEARING

ON ONE PART: The **DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES** of the Commonwealth of Puerto Rico, a governmental agency created and authorized to grant this agreement pursuant to Act No. 23 of June 20, 1972, as amended, as **represented in this act by its SECRETARY**, Carmen R. Guerrero Perez, of legal age, single and a resident of San Juan, Puerto Rico, **hereinafter referred to as the "DEPARTMENT"**.

OTHERWISE: The **VIEQUES CONSERVATION AND HISTORICAL TRUST, INC**, also known as the **Fideicomiso de Conservación e Historia de Vieques**, a non-profit entity created under the laws of the Commonwealth of Puerto Rico, **represented in this act by its Executive Director**, Lirio Marquez D'Acunti, of legal age, married and a resident of Vieques, Puerto Rico, **hereinafter referred to as the "FIDEICOMISO"**.

EXHIBIT

WHEREAS: The **SECRETARY**, pursuant to the provisions of the Organic Law of the DEPARTMENT, Act No. 23, supra, **is empowered to enter into agreements or arrangements** with particular institutions, under the terms and conditions that the SECRETARY deems convenient for the best application and execution of the law and the achievement of its ministerial duties and objectives.

WHEREAS: The **DEPARTMENT has the responsibility to implement public policy** concerning the conservation of natural resources and the administration of protected areas or areas designated as nature reserves, forests or wildlife refuges, which are **under its tutelage**,

including the Bioluminescent Bay of Vieques, hereinafter referred to as the "RESERVE". In addition, it is called by law to establish those mechanisms that result in the effective management of these areas.

WHEREAS: The TRUST, throughout its thirty (30) years of existence, has expressed its interest and commitment to collaborate with the DEPARTMENT in co-managing and co-administering the RESERVE and the area of the bioluminescent bay of Puerto Mosquito Bay, hereinafter referred to as the "BAY".

WHEREAS: The TRUST, in its regulations, has the duty to promote the adequate use of the lands and to make viable strategies and mechanisms for the restoration, revitalization and conservation of its natural resources. It is also empowered to reach agreements or establish contracts with natural or legal persons, public or private, and with other governmental entities.

WHEREAS: It is the common purpose of both parties to enter into this AGREEMENT to collaborate and share responsibilities in the care and protection of the facilities, protection of existing natural resources and public awareness of their importance.

WHEREAS: The DEPARTMENT is the primary owner and administrator, and undertakes to carry out the duties that, as custodian of the property of the Commonwealth of Puerto Rico, have been legally entrusted to it. Therefore, the DEPARTMENT assumes the functions and duties that, as owner of the RESERVE, are conferred upon it by the laws, regulations, administrative and executive orders in force.

WHEREAS: The TRUST assumes the function of collaborator in the management of the RESERVE; focusing on scientific research and community education as to the conditions of the BAY, its characteristics, and the appropriate way for the general population to enjoy the ecosystem.

WHEREAS: The DEPARTMENT and the TRUST recognizing the benefits of joining efforts, have agreed to execute this AGREEMENT, subject to the following:

CLAUSES AND CONDITIONS

FIRST: The DEPARTMENT undertakes to:

- a) **Integrate the TRUST** in the development of mechanisms and processes required to orient and train stakeholders, including the community and employees, both of the DEPARTMENT and of the Vieques Municipality.

- b) **Integrate the TRUST** in the development of strategies and implementation of the RESERVE management plan.
- c) **Provide scientific and technical support** for the personnel of the DEPARTMENT to promote and train the work to be carried out by the TRUST in the RESERVE.
- d) **Provide additional surveillance support** to the RESERVE area during the development of educational activities of the TRUST on the RESERVE lands, which are previously coordinated with the DEPARTMENT and subject to the availability of resources.
- e) **Support the solicitation of external funds**, including financial or in-kind support for joint project proposals related to the RESERVE.
- f) **Include** in the clauses for the granting of research permits, that a copy of the results be sent to the RESERVE Management Officer.
- g) **Process permits requested by the TRUST** related to the RESERVE in an expeditious manner subject to resources and complexity, such as, but not limited to:
 1. Organism collection permits
 2. Scientific research permits
 3. Permits for environmental education activities in the reserve
 4. Special permit for lionfish capture
- h) **Provide public liability insurance** equal to that of other nature reserves to cover employees, volunteers, and users of the RESERVE.
- i) **Provide materials or equipment**, to the extent that the resources of the DEPARTMENT allow.

SECOND: The TRUST agrees to:

- a) **Provide support** to the DEPARTMENT's Management Officer in management, conservation, restoration, and education tasks in the RESERVE. Such tasks include, but are not limited to:
 - i. identification of the most pressing needs with community participation.
 - ii. Development of action plans to implement measures to address needs identified in the RESERVE.

- iii. Support in the coordination with the community and concessionaires for the implementation of management, conservation, restoration and education activities.
- iv. Cleanup of beaches and coastal areas, including underwater areas.
- v. Preparation of a joint Annual Work Plan for the execution of the CLAUSES AND CONDITIONS of this AGREEMENT and of the RESERVE Management Plan, which shall be approved by the DEPARTMENT. Said Plan shall be delivered to the Office of the Secretary on or before April 30 of each calendar year for review and approval, which shall be made within thirty (30) calendar days from the delivery thereof.

b) Promote and develop environmental education activities for the community, students and visitors about the RESERVE. These activities include:

- i. Training and education of students and operators of trips to the BAHIA and other excursions on the ecology and conservation of the terrestrial and marine communities of the RESERVE, promoting their use and enjoyment in a sustainable manner.
- ii. Coordination of training required for operators and guides to the BAY, such as first aid, cardiopulmonary resuscitation, environmental interpretation, etc., including coordination of resources and venue for training.
- iii. Develop educational talks about the RESERVE in all Vieques schools and before local community groups on conservation, protection, management, and rational and sustainable use of the natural resources of the RESERVE and Vieques.
- iv. Collaborate with the development and distribution of educational brochures related to the ecology and conservation of the terrestrial and marine communities of the RESERVE, promoting their use and enjoyment in a sustainable manner, subject to the availability of funds for their reproduction.
- v. Distribution of audiovisual material through our website, Facebook and other electronic media on the ecology and conservation of the terrestrial and marine communities of the RESERVE promoting their use and enjoyment in a sustainable manner.

- vi. Collaborate with the development and distribution of orientation material on the laws and regulations that apply to the RESERVE, subject to the availability of its reproduction.
- c) **Promote and facilitate scientific research** in the RESERVE, including plankton counts and maintenance of the water quality monitoring station, field work support to scientific researchers, monitoring of light pollution levels and education for light pollution control, maintaining a database of studies conducted in the BAY.
- d) **Jointly with the DEPARTMENT, lead the establishment of the "Puerto Rico Bioluminescent Bays' Network"** that will allow, among other things, to establish methodologies, standards, or equivalencies between methodologies for processes such as plankton counting, or the management of the bioluminescent bay and lagoon systems in Puerto Rico.
- e) **In coordination with the DEPARTMENT, make efforts to obtain funds from various sources**, both public and private, for the promotion and development of conservation, restoration, and scientific research projects in the RESERVE.
- f) **Plan, in conjunction with the DEPARTMENT, other collaboration agreements or activities** that it intends to carry out, for which it shall inform the DEPARTMENT and/or request permission, when applicable.
- g) **Submit to the DEPARTMENT a Progress Report** at the end of each year, to be presented on or before December 15, which includes the tasks performed, the achievements attained, the progress of activities, number of participants, request for funds, and requests related to the responsibilities and other variables of information pertinent to the AGREEMENT. Such report shall include an Annual Status Report of the RESERVE, including a needs assessment.
- h) **Maintain and manage a file with all the information on the management tasks carried out by AMIGOS**, for review and inspection by the DEPARTMENT, the Office of the Comptroller of Puerto Rico, and the public.

THIRD: Both **PARTIES** agree to:

- a) **To recognize this AGREEMENT** as the instrument conducive to cooperate and share efforts between the TRUST and the DEPARTMENT.

- b) In the event that it is necessary to amend or modify the annual work plan to address situations not foreseen in said work document, both the TRUST and the RESERVE management officer shall jointly develop recommendations for pertinent actions, for review and approval by THE DEPARTMENT.
- c) **Develop an environmental education curriculum** about the RESERVE aimed at the community, including tourists and seasonal residents, by participating in or organizing activities that promote knowledge of the natural systems and positive attitudes towards them, such as conferences, fairs, guided tours, among others.
- d) **Identify the other party to this AGREEMENT** in any publication, signage, educational or promotional material developed as part of the activities included.
- e) **Participate actively and jointly to comply** with the provisions of all CLAUSES AND CONDITIONS of this AGREEMENT.

FOURTH: This AGREEMENT shall be in force for ten (10) years from the date of its execution, unless circumstances arise that, in the judgment of any of the PARTIES herein appearing, determine the need to terminate it. At the end of the third year, the operation of the same shall be reviewed and a joint report shall be made between the parties identifying the strengths and areas of improvement needed, as well as any amendments deemed necessary by any of the PARTIES. Such AGREEMENT may be renewed by the PARTIES upon thirty (30) days written notice prior to its expiration date.

FIFTH: This AGREEMENT may be amended in whole or in part, subject to the written intent of the PARTIES hereto. The proposed amendment or amendments shall be deemed approved as long as they are countersigned in writing, as agreed by the PARTIES, and under the pertinent legal processes.

SIXTH: Either of the PARTIES may request the termination of this AGREEMENT at any time. In the event that the cause of the termination is due to non-compliance with any of the CLAUSES AND CONDITIONS herein agreed, it shall be required to document in writing the terms that are not being complied with by one of the PARTIES and a term not to exceed thirty (30) days shall be granted for the non-complying party to justify and correct the actions that motivate the request for termination. After the time granted has elapsed without justification, or in the event that the party in question continues in noncompliance, this AGREEMENT shall be terminated immediately. The final resolution shall be notified to the affected party in writing.

SEVENTH: The PARTIES agree that the CLAUSES AND CONDITIONS of this AGREEMENT are independent and separate from each other and the invalidity of one or more CLAUSES AND CONDITIONS shall not affect the validity of the others, which shall remain in force.

READING AND ACCEPTANCE

The PARTIES that understand this AGREEMENT, declare that we have read and understood its contents and accept it, finding that it faithfully reflects and establishes the collaboration we have reached and all that we have agreed and agreed upon. And for the record, we subscribe to this AGREEMENT and place our initials in the left margin of each of its pages.

**In witness whereof, the parties hereto execute this AGREEMENT in Vieques, Puerto Rico this
1st day of February, 2016.**

Carmen R. Guerrero Pérez

SECRETARY | Department of Natural and Environmental Resources

DEPARTMENT | SSP 660-43-3481

Lirio Márquez D' Acunti

EXECUTIVE DIRECTOR | Vieques Conservation and Historical Trust

TRUST | SSP 660-42-9598

Revised by: Mildred Sotomayor Bourbon, Esquire

Director, Office of Legal Affairs