

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**NATIONAL WILDERNESS STEWARDSHIP ALLIANCE**  
**And The**  
**USDI, BUREAU OF LAND MANAGEMENT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Wilderness Stewardship Alliance (“NWSA”), and the United States Department of the Interior, Bureau of Land Management (“BLM”), collectively referred to herein as the Parties.

**A. PURPOSE:**

The purpose of this MOU is to document cooperation between the Parties to support and foster stewardship activities of local, regional, and NWSA Member Organizations. NWSA’s goal is to improve wilderness stewardship and create an allied constituency for wilderness by connecting wilderness stewardship organizations with each other, linking efforts and experiences, directing groups to resources, and fostering new organizations. These activities will complement the respective missions and goals of the BLM, NWSA, and the public, and will be conducted in a manner that incorporates best management practices and that is consistent with applicable laws, regulations, and BLM policies. The purpose of this MOU will be carried out in accordance with the following provisions.

**B. AUTHORITY:**

This MOU is entered into under the authority of Section 307(b) of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 USC § 1737, which provides that the Secretary of the Interior may enter into cooperative agreements involving the management and protection of public lands. This MOU is an agreement involving the management and protection of public lands by promoting the stewardship of designated Wilderness Areas on BLM lands.

**C. PARTIES**

Bureau of Land Management

The BLM, an agency of the U.S. Department of the Interior, manages 245 million surface acres in the United States. The Federal Land Policy and Management Act (FLPMA) of 1976 gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages 221 congressionally-designated Wilderness Areas comprising approximately 8.7 million acres of land in 10 western states. The BLM manages these Wilderness Areas as part of its National Landscape Conservation System.

National Wilderness Stewardship Alliance

The National Wilderness Stewardship Alliance is the only national organization dedicated to connecting wilderness stewardship groups and developing new volunteer groups to provide "boots on the ground" volunteers for all 757 federally designated Wilderness Areas in the United States. The mission of the National Wilderness Stewardship Alliance is to develop a growing network of volunteer-based organizations to provide stewardship for America's enduring resource of Wilderness.

#### **D. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Parties have common interests, including improving the stewardship of Wilderness Areas through volunteer work, and fostering effective partnerships between community-based, non-profit wilderness stewardship organizations and BLM offices. It is in the Parties' common interest to maintain good communications and to work together in pursuing these interests.

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

#### **E. NATIONAL WILDERNESS STEWARDSHIP ALLIANCE SHALL:**

1. Identify a contact from NWSA to serve as a liaison between NWSA and the BLM.
2. Make this MOU available to NWSA Member Organizations via the NWSA website, and encourage them to manage their relations with the BLM within its terms.
3. Maintain familiarity with the internal structure and operation of the BLM and use that knowledge to facilitate cooperative relationships between the BLM and NWSA Member Organizations.
4. Participate in meetings convened by the BLM regarding matters that arise out of this MOU.
5. Encourage NWSA Member Organizations to understand and work within the regulations and service models of the BLM.
6. Promote compliance with outdoor ethics (such as Leave No Trace).
7. On request, make available to the BLM (at no cost) information about NWSA's goals and contact points; share educational and promotional materials with the BLM.
8. Where appropriate, encourage NWSA Member Organizations to collaborate with local BLM offices in the provision of mutually beneficial local services.

9. Where appropriate and feasible, make available to the public information about regulations and service models of the BLM.
10. Where NWSA Member Organizations provide stewardship services on a local unit of the BLM, work with local NWSA Member Organizations to identify and appoint a unit-level liaison who will work cooperatively with the BLM.
11. Provide contact information for NWSA Member Organizations to the BLM.
12. Where a local unit of the BLM is not served by a NWSA Member Organization, and NWSA and the BLM agree that there is an opportunity and a mutual desire to develop a local stewardship organization, work with the local BLM unit to identify and work with local persons who wish to form a local stewardship organization.
13. Provide appropriate contact information for BLM when NWSA is aware of private individuals who wish to develop a stewardship organization focused on a BLM unit which is not served.
14. Furnish NWSA Member Organizations with information about resource needs volunteer groups may be able to address, and work with NWSA Member Organizations and local BLM offices to design projects to meet those needs.
15. Where appropriate and mutually beneficial, work with the BLM to encourage local volunteer groups, with assistance from NWSA, to expand the range of their service activities.
16. Work with the BLM to identify other governmental, non-governmental, and private organizations who may want to assist with projects of mutual benefit.
17. Organize and conduct periodic conferences with topics of interest to both the BLM and NWSA Member Organizations.
18. Keep the BLM apprised of changes in NWSA structure or capability which may affect services provided by NWSA member organizations.

**F. THE BLM SHALL:**

1. Identify a BLM contact to serve as a liaison between the BLM and NWSA.
2. Make this MOU available to local units of the BLM via the BLM's Wilderness SharePoint site, and communicate support for goals of NWSA as stated in this MOU.
3. Strive to facilitate understanding within the BLM of the range of volunteer activities in designated Wilderness Areas and of the role of NWSA in

encouraging, improving, and extending volunteer services. Where appropriate, encourage local BLM offices to collaborate with NWSA in the provision of mutually beneficial local services.

4. Where appropriate and feasible, make available to the public information about NWSA's goals and how to contact NWSA. Share educational and promotional materials related to wilderness stewardship with NWSA.
5. Where NWSA member organizations provide stewardship services on a local unit of the BLM, the local unit will identify and appoint a unit-level liaison to work cooperatively with NWSA member organizations.
6. Where NWSA and a local unit of the BLM which is not served by a NWSA member organization mutually agree that there is an opportunity to foster a local stewardship organization, the local unit will identify and appoint a local liaison to work cooperatively with NWSA to foster a new organization.
7. Furnish NWSA and NWSA member organizations with information about resource needs that volunteer groups may be able to address, and work with NWSA member organizations to design projects to meet those needs.
8. Where appropriate and mutually beneficial, work with NWSA to encourage local volunteer groups, with assistance from NWSA, to expand the range of volunteer activities to support BLM's wilderness stewardship.
9. Work with NWSA to identify other governmental, non-governmental, and private organizations that may want to assist with projects of mutual benefit.
10. Consult, by mutual agreement, on topics of interest to both the BLM and NWSA member organizations for conferences organized and conducted by NWSA; encourage attendance at NWSA conferences.
11. Strive to keep NWSA apprised on a timely basis of changes in BLM regulations and policies which may affect services provided by NWSA member organizations.

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

1. The Parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU.
2. Any action taken by Parties under this MOU is subject to available funding.
3. Nothing in this MOU is intended to alter, limit, or expand the BLM's statutory

and or regulatory authority.

4. The Parties will work cooperatively to develop specific plans and schedules to complete work as described in separately approved Project Agreements that may be added to this agreement from time to time.
5. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: David Cantrell Address: PO Box 5293 Reno, NV 89513 Telephone: (970) 482-0809 FAX: (775) 324-2677 Email: <a href="mailto:chair@nationalwildernessstewardshipalliance.org">chair@nationalwildernessstewardshipalliance.org</a>	Name: David Cantrell Address: PO Box 5293 Reno, NV 89513 Telephone: (970) 482-0809 FAX: (775) 324-2677 Email: <a href="mailto:chair@nationalwildernessstewardshipalliance.org">chair@nationalwildernessstewardshipalliance.org</a>

**Principal BLM Contacts:**

<b>BLM Program Manager Contact</b>	<b>BLM Administrative Contact</b>
Name: Joe Ashor Address: 1849 C Street, NW City, State, Zip: Washington, DC 20240 Telephone: (202) 912-7179 FAX: (202) 653-2154 Email: <a href="mailto:jashor@blm.gov">jashor@blm.gov</a>	Name: Lauren Pidot Address: 1849 C Street, NW City, State, Zip: Washington, DC 20240 Telephone: (202) 912-7096 FAX: (202) 653-2154 Email: <a href="mailto:lauren_pidot@blm.gov">lauren_pidot@blm.gov</a>

6. NON-LIABILITY. Neither the BLM nor NWSA assume liability for any third party claims for damages arising out of this instrument.
7. NOTICES. Any communications affecting the operations covered by this agreement given by the BLM or the NWSA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the BLM Program Manager, at the address specified in the MOU.

To the NWSA, at the NWSA'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.

8. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the BLM or the NWSA from participating in similar activities with other public or private agencies, organizations, and individuals. This specifically includes other memoranda of understanding that NWSA member organizations maintain or will maintain with the BLM or other agencies.
9. ENDORSEMENT. Any of the NWSA's contributions made under this MOU will not suggest, either by direct reference or implication, the BLM's endorsement of the NWSA's products or activities and will not suggest, either by direct reference or implication, NWSA's endorsement of the BLM's products or activities.
10. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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 instruments 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 instrument 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 instrument, each party operates under its own laws, regulations, and/or policies, and any BLM obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

11. USE OF BLM INSIGNIA. In order for the NWSA to use the BLM insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the BLM'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.
12. 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 instrument, or benefits that may arise there from, either directly or indirectly.
13. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this MOU may be subject to the Freedom of Information Act (5 U.S.C. 552).

14. BLM ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NWSA shall acknowledge the BLM's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
15. CIVIL RIGHTS ACT. All programs and activities conducted under this MOU will be 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 (Public Law 100-259); and other nondiscrimination statutes.
16. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
17. EXCLUSION AND SUSPENSION. The NWSA shall immediately inform the BLM if it or any of its principals are presently excluded or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the NWSA or any of its principals receive a transmittal letter or other official Federal notice of exclusion or suspension, they shall notify the BLM without undue delay. This applies whether the exclusion or suspension is voluntary or involuntary.
18. 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.
19. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 30, 2017, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
20. 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.
21. FEDERAL ADVISORY COMMITTEE ACT. The Parties will comply with the Federal Advisory Committee Act to the extent it applies.

David Cantrell, Chair, National Wilderness  
Stewardship Alliance

Date

*for James Velez*

Michael Pool, Acting Director, Bureau of Land  
Management

*8/24/12*

Date

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

Lisa Clayton /s/

Lisa Clayton, Grants Management Officer, USDO  
Bureau of Land Management

Date  
1/9/2012