

FS Agreement No. 12-MU-11132423-153  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**NATIONAL WILDERNESS STEWARDSHIP ALLIANCE**  
**And The**  
**USDA, FOREST SERVICE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Wilderness Stewardship Alliance, hereinafter referred to as "NWSA," and the USDA, Forest Service, hereinafter referred to as the "U.S. Forest Service."

Background:

The mission of NWSA is to develop a growing network of volunteer-based organizations to provide stewardship for America's enduring resource of wilderness. NWSA's goals are to see each wilderness area within the National Wilderness Preservation System adopted by a wilderness stewardship organization dedicated to protecting and nurturing the areas character and values and to foster effective partnerships between community-based, non-profit wilderness stewardship organizations and all government agencies charged with the management of national wilderness areas. NWSA improves the quality of volunteer support to Federal agencies that manage wilderness by linking local, regional and national organizations that engage in wilderness stewardship to share expertise and experience.

The U.S. Forest Service provides leadership in the protection of current and future wilderness areas and wild and scenic rivers entrusted to the agency's care. The Forest Service strives to maintain and perpetuate for the American people the benefits of an enduring wilderness and wild and scenic rivers resource as one of the multiple uses of the National Forest System.

Title: Supporting Volunteer Stewardship in U.S. Forest Service Wilderness Areas

**I. PURPOSE:**

The purpose of this MOU is to document cooperation between the parties to support forest stewardship activities of local, regional, and national organizations who are NWSA Member Organizations or subscribe to NWSA's goal 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 U.S. Forest Service, 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 U.S. Forest Service policies. This will be carried out in accordance with the following provisions.

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

The Parties have common interests, including improving and maintaining the stewardship of wilderness areas through volunteer work, and fostering effective partnerships between community-based, non-profit wilderness stewardship organizations and U.S. Forest Service units. 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:

## **III. THE NATIONAL WILDERNESS STEWARDSHIP ALLIANCE SHALL:**

- A. Identify a contact from NWSA to serve as a liaison between NWSA and the U.S. Forest Service.
- B. Make this MOU available to NWSA Member Organizations via the NWSA website, and encourage them to manage their relations with the U.S. Forest Service within its terms.
- C. Maintain familiarity with the internal structure and operation of the U.S. Forest Service and use that knowledge to facilitate cooperative relationships between the U.S. Forest Service and NWSA Member Organizations.
- D. Participate in meetings convened by the U.S. Forest Service regarding matters that arise out of this MOU.
- E. Encourage NWSA Member Organizations to understand and work within the regulations and service models of the U.S. Forest Service.
- F. Promote compliance with outdoor ethics programs such as Leave No Trace.
- G. On request, make freely available to the U.S. Forest Service information about NWSA's goals and contact points; share educational and promotional materials with the U.S. Forest Service.
- H. Where appropriate, encourage NWSA Member Organizations to collaborate with local U.S. Forest Service officials in the provision of mutually beneficial local services.
- I. Where appropriate and feasible, make available to the public information about regulations and service models of the U.S. Forest Service.



- J. Where NWSA Member Organizations provide stewardship services on a local unit of the U.S. Forest Service, work with local NWSA Member Organizations to identify and appoint a unit-level liaison who will work cooperatively with the U.S. Forest Service.
- K. Provide contact information for NWSA Member Organizations to the U.S. Forest Service.
- L. Where a local unit of the U.S. Forest Service is not served by a NWSA Member Organization, and NWSA and the U.S. Forest Service agree that there is an opportunity and a mutual desire to develop a local stewardship organization, work with the local U.S. Forest Service unit to identify and work with local persons who wish to form a local stewardship organization.
- M. Provide the U.S. Forest Service contact information when NWSA is aware of private individuals who wish to develop a stewardship organization on a local U.S. Forest Service unit which is not served.
- N. Furnish NWSA Member Organizations with information about resource needs volunteer groups may be able to address, and work with NWSA Member Organizations and local U.S. Forest Service officials to design projects to meet those needs.
- O. Where appropriate and mutually beneficial, work with the U.S. Forest Service to encourage local volunteer groups, with assistance from NWSA, to expand the range of their service activities.
- P. Work with the U.S. Forest Service to identify other governmental, non-governmental, and private organizations who may want to assist with projects of mutual benefit.
- Q. Organize and conduct periodic conferences with topics of interest to both the U.S. Forest Service and NWSA Member Organizations.
- R. Keep the U.S. Forest Service apprised of changes in NWSA structure or capability which may affect services provided by NWSA member organizations.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Identify a contact for the U.S. Forest Service to serve as a liaison between the U.S. Forest Service and NWSA.
- B. Make this MOU available to local units of the U.S. Forest Service via a link on the Wilderness and Wild & Scenic Rivers website, or a comparable website, and communicate support for goals of NWSA as stated in this MOU.



- C. Strive to facilitate understanding within the U.S. Forest Service of the range of activities which volunteers engage in on wilderness areas and of the role of NWSA in encouraging, improving, and extending volunteer services. Where appropriate, encourage local U.S. Forest Service officials to collaborate with NWSA in the provision of mutually beneficial local services.
- D. 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.
- E. Where NWSA member organizations provide stewardship services on a local unit of the U.S. Forest Service the local unit will identify and appoint a unit-level liaison to work cooperatively with NWSA member organizations.
- F. Where NWSA and a local unit of the U.S. Forest Service 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 should identify and appoint a local liaison to work cooperatively with NWSA to foster a new organization.
- G. 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.
- H. Where appropriate and mutually beneficial, work with NWSA to encourage local volunteer groups, with assistance from NWSA, to expand the range of U.S. Forest Service activities.
- I. Work with NWSA to identify other governmental, non-governmental, and private organizations who may want to assist with projects of mutual benefit.
- J. Consult, by mutual agreement, on topics of interest to both the U.S. Forest Service and NWSA member organizations for conferences organized and conducted by NWSA; encourage attendance at NWSA conferences.
- K. Strive to keep NWSA apprised on a timely basis of changes in U.S. Forest Service policies and regulations which may affect services provided by NWSA member organizations.

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

- A. 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.
- B. Any action taken by Parties under this MOU is subject to available funding.



- C. Nothing in this MOU is intended to alter, limit, or expand the U.S. Forest Service's statutory and or regulatory authority.
- D. 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.
- E. 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: Dave Cantrell Address: NWSA, P.O. Box 5293 City, State, Zip: Reno, NV 89513 Telephone: 970-482-0809 FAX: Email: cantrell@verinet.com	Name: Shaaron Neatherton Address: NWSA, P.O. Box 5293 City, State, Zip: Reno, NV 89513 Telephone: 775-747-1988 FAX: Email: shaaronann@sbcglobal.net

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Elwood York Address: 201 14 <sup>th</sup> Street SW City, State, Zip: Washington DC 20250 Telephone: 202-205-1228 FAX: 202-205-1145 Email: seyork@fs.fed.us	Name: Elayne Boyce Address: 201 14 <sup>th</sup> Street SW City, State, Zip: Washington DC 20250 Telephone: 202-205-9530 FAX: 202-205-1145 Email: eboyce@fs.fed.us

- F. NON-LIABILITY. Neither the U.S. Forest Service nor NWSA assume liability for any third party claims for damages arising out of this instrument.
- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service 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 U.S. Forest Service 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.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service 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 U.S. Forest Service or other agencies.
- I. ENDORSEMENT. Any of the NWSA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the NWSA's products or activities and does not by direct reference or implication convey NWSA's endorsement of the U.S. Forest Service's products or activities.
- J. 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 Forest Service 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

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the NWSA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. 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.



- L. 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.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to this 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).
- N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NWSA is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

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

- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NWSA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NWSA 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:

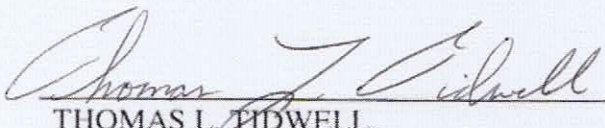
*"This institution is an equal opportunity provider."*



- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. DEBARMENT AND SUSPENSION. The NWSA shall immediately inform the U.S. 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 the NWSA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- S. 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.
- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective until 09/30/2017 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- U. 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.

  
\_\_\_\_\_  
DAVE CANTRELL,

National Wilderness Stewardship Alliance, CHAIR


7/11/12  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
THOMAS L. TIDWELL,

U.S. Forest Service, CHIEF

8/27/12  
\_\_\_\_\_  
Date



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

  
CAROL J. BROWN

6/18/2012  
Date

U.S. Forest Service Grants & Agreements Specialist

Burden 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. The valid OMB control number for this information collection is 0596-0217. 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.