



**Memorandum of Understanding  
Among the  
Department of the Interior  
and the  
Union Sportsmen's Alliance**

**Article I - Background and Objectives**

This Memorandum of Understanding is entered into by and between the National Park Service (hereinafter "NPS"), Fish and Wildlife Service (hereinafter "FWS"), and Bureau of Land Management (hereinafter "BLM"), United States Department of the Interior; and the Union Sportsmen's Alliance, represented by Richard Trumka, Chairman of the Union Sportsmen's Alliance and Fred Myers, Executive Director of the Union Sportsmen's Alliance (hereinafter "USA"). The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the parties will cooperate in the USA's flagship conservation program "Work Boots on the Ground" to facilitate opportunities for their members to volunteer their time and unique trade skills towards repair and restoration projects in our country's National Parks, National Wildlife Refuges, and on public lands. The Volunteer Services Agreement is attached.

This MOU is entered into under the authority of 16 U.S.C. §§ 1 and 2-4 (2000) and 16 U.S.C. §§ 1701-06 (2000).

**Article II - Statement of Work**

A. The NPS, FWS, and BLM agree to:

1. Identify in writing 5 or more work projects per agency appropriate for a USA work crew during 2014 at a National Parks, National Wildlife Refuges, or on public lands. As the bureaus identify additional work projects, they shall prioritize those projects. Each proposed work project will include a detailed work plan describing the project's scope.
2. Where applicable, identify youth and veteran corps that may be available to work alongside USA members.

3. Perform all required environmental and cultural resource compliance work prior to permitting the USA work crew to begin work on a project.
4. Assign an appropriate bureau employee at each designated project location to monitor the ongoing work, to respond to questions about the nature and goals of the project, and to act as an on-site liaison among the parties.
5. Provide a brief orientation to the participants in the USA program describing the park, refuge, or public land and the bureau's mission and programs at the site.
6. Provide a safety briefing to the participants in the USA program describing the safety considerations necessary to safely and successfully complete the project at the site.
7. Designate an appropriate bureau representative to ensure agency coordination, support, and oversight among project sites.
8. Provide all materials and equipment needed to complete selected projects, unless otherwise agreed to with the USA.

B. The USA agrees to:

1. Designate an on-site supervisor competent in the kind of work required to complete the identified project(s). The supervisor shall be responsible for supervising their participants, for controlling the method and manner of work, and for ensuring that the projects are undertaken and completed in a safe and professional manner.
2. When available, work collaboratively with youth and veteran corps in order to share experience and expertise with corps members.
3. Procure and maintain in force and effect during the term of this agreement public and employee liability insurance from a responsible company or companies with a minimum limitation of Five Hundred Thousand Dollars (\$500,000) per person for any one claim, and an aggregate limitation of One Million Dollars (\$1,000,000) for any number of claims, arising from any one incident. The policy or policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the USA shall provide the Department of the Interior with confirmation of such insurance.

4. Recruit and select USA members to participate in the program, providing the skilled labor for selected projects.

D. The parties further agree as follows:

Nothing in this agreement shall be construed as obligating the Department of the Interior to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the Department of the Interior for the performance of this agreement; or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations

### **Article III - Term of Agreement**

This agreement shall be effective on the date of final signature and shall remain in effect, unless it is terminated earlier by one of the parties pursuant to article VIII below.

### **Article IV - Key Officials**

All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the National Park Service:

Ms. Sandya Soni,  
Acting Park Improvement Program Branch Chief and Recreation Fee Expenditure Manager,  
Park Facility Management Division  
Park Planning, Facilities, and Lands  
National Park Service  
1849 C Street NW, Washington, DC 20240  
(202) 513-7058

For the Fish and Wildlife Service:

Ms. Anna Muñoz  
Chief of Staff - Office of the Director  
U.S. Fish & Wildlife Service  
1849 C Street NW, Room 3348  
Washington, DC 20240  
(202) 208-3843

For the Bureau of Land Management:

Mr. Christopher McAlear  
Deputy Assistant Director  
National Landscape Conservation System and Community Partnerships  
Bureau of Land Management  
1849 C Street, NW  
Washington, DC  
(202) 208-3516

For the Union Sportsmen's Alliance:

Mr. Fred Myers  
Executive Director  
Union Sportsmen's Alliance  
3340 Perimeter Hill Drive  
Nashville, Tennessee 37211  
(615) 831-6787

#### **Article V - Property Utilization**

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS, FWS, or BLM to the USA during the performance of this agreement shall be used and disposed of as set forth in the Property Management Regulations governing the respective bureau.

#### **Article VI - Prior Approval**

The NPS, FWS, BLM, and USA shall mutually agree upon the projects to be undertaken.

#### **Article VII - Reports and/or Deliverables**

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

#### **Article VIII - Modification and Termination of Agreement**

This agreement may be modified only by a written instrument executed by the parties.

Any party may terminate this agreement by providing the other parties with thirty (30) days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means

available, including the use of a neutral mediator if necessary, to try to avoid terminating this agreement.

#### **Article IX - Standard Clauses**

##### **A. Civil Rights**

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, national origin, or sexual orientation. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, or sexual orientation.

##### **B. Officials Not to Benefit**

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

##### **C. Promotions**

The USA shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the organization represents. No release of information relating to this agreement may state or imply that the Government approves of the USA's work product or considers the USA's work product to be superior to other products or services.

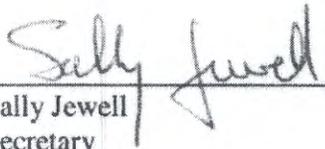
##### **D. Public Information Release**

The USA must obtain prior Government approval from the bureau contacts noted above for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

**Article X - Authorizing Signatures**

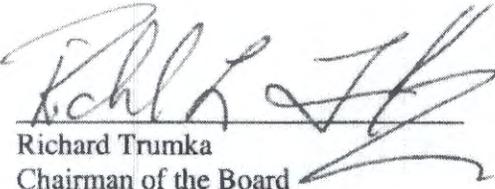
In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the Department of the Interior:

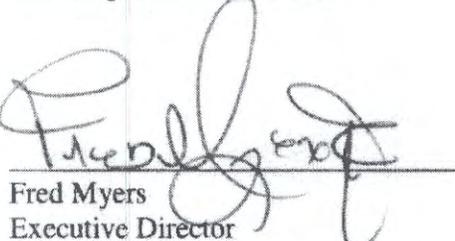
  
\_\_\_\_\_  
Sally Jewell  
Secretary  
Department of the Interior

Date: July 29, 2014

For the Union Sportsmen's Alliance:

  
\_\_\_\_\_  
Richard Trumka  
Chairman of the Board  
Union Sportsmen's Alliance

Date: July 29, 2014

  
\_\_\_\_\_  
Fred Myers  
Executive Director  
Union Sportsmen's Alliance

Date: July 29, 2014



I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees for any purpose other than tort claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to

\_\_\_\_\_  
(Name of Agency Official)

I do hereby volunteer my services as described above, to assist in agency-authorized work. I agree to follow all applicable safety guidelines.

\_\_\_\_\_  
(Signature of Volunteer)

\_\_\_\_\_  
(Date)

The above - named agency agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above, and to consider you as a Federal employee only for the purposes of tort claims and injury compensation to the extent not covered by your volunteer group, if any.

\_\_\_\_\_  
(Signature of Government Representative)

\_\_\_\_\_  
(Date)

**Termination of Agreement**

Volunteer requests formal evaluation  Yes  No Evaluation Completed \_\_\_\_\_  
(Date)

Agreement terminated on \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Signature of Government Representative)

**Public 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 0596-0080. The time required to complete this information collection is estimated to average 15 minutes 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) and U.S. Department of the Interior (USDI) prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 795-3272 (voice) or (202) 720-8382 (TDD). USDA and USDI are equal opportunity providers and employers.

**Privacy Act Statement**

Collection and use is covered by Privacy Act System of Records OPM/GOVT-1 and USDA/OP-1, and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The data will be used to maintain official records of volunteers of the USDA and USDI for the purposes of tort claims and injury compensation. Furnishing this data is voluntary, however if this form is incomplete, enrollment in the program cannot proceed.