



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND
THE NATIONAL LEAGUE OF CITIES INSTITUTE
AND
THE YMCA OF THE USA
IN SUPPORT OF THE DEPARTMENT’S YOUTH INITIATIVE

This Memorandum of Understanding (MOU) is made and entered into between the U.S. Department of the Interior (DOI), the National League of Cities Institute (NLCI), and the National Council of Young Men’s Christian Associations of the United States of America (YMCA). The DOI, YMCA, and NLCI are sometimes referred to herein as a “Party” or the “Parties” to this MOU.

ARTICLE 1 – BACKGROUND AND OBJECTIVES

The purpose of this MOU is to formalize a relationship for coordination and collaboration between the DOI, NLCI, and YMCA to bridge the growing disconnect between young people and the great outdoors and to involve the next generation of leaders in meaningful connections to nature through four pillars: play, learning, service, and work. Through this MOU, DOI will actively engage with NLCI and YMCA in programs that bring the four pillars of the youth initiative to life in communities across the country. This MOU also establishes the framework under which future implementation actions including co-development of new programs and assistance agreements may be entered into that advance the objectives of this MOU.

The DOI is the steward of more than one-fifth of our Nation’s lands, which includes thousands of miles of streams and rivers and the headwaters of many major watersheds, and is charged with

protection of those ecosystems, including fish, wildlife, and plants, and their habitat. The DOI oversees the responsible development of over 20 percent of U.S. energy supplies and is the largest supplier and manager of water in 17 western states. The DOI maintains relationships with 566 federally recognized tribes and provides services to more than 2 million American Indian and Alaska Native peoples. The success of our work and our conservation vision relies on the involvement and ownership of all, most particularly the next generation of leaders, stewards, and champions who must be inspired to find their own connection with America's natural, cultural, and historic resources.

Yet too many young people today are disconnected from nature. The DOI has the ability and responsibility to change that, and involve the next generation in meaningful stewardship of our precious natural and cultural resources. The DOI will focus its work with partners such as the NLCI and YMCA to leverage our resources and realize maximum efficiencies in our efforts.

The specific goals associated with DOI's youth initiative are to inspire young people to play, learn, serve, and work on public lands as follows:

(1) **Play.** In an effort to connect more youth to public lands, DOI will develop or enhance outdoor recreation partnerships in a total of 50 cities over the next 4 years. Through these partnerships, DOI will create new, systemic opportunities for outdoor play for over 10 million young people. The DOI will use the convening power of the Federal Government as well as the relationships developed through its efforts to enhance and improve urban parks, refuges, and waters to develop partnerships with tribal, state and local governments, education systems, non-profits, and the private sector.

(2) **Learn.** In 4 years, DOI will be providing educational opportunities to at least 10 million of the Nation's K-12 student population annually. The DOI will leverage technology to bring public lands to the classrooms.

(3) **Serve.** In 4 years, DOI will attain 1 million volunteers annually on public lands and in support of our mission. The DOI will invest in volunteer management and coordination to ensure anyone who has an interest in devoting their time and talents to public lands has an opportunity to serve.

(4) **Work.** The DOI will provide 100,000 work and training opportunities to young people and veterans over 4 years within its bureaus and through public-private partnerships. In support of the 21st Century Conservation Service Corps, DOI will call upon the private sector and philanthropic organizations to fund additional opportunities to complement those that can be provided within DOI's budget and provide pathways to employment for young people and veterans.

The DOI's goals will be accomplished through collaborative and coordinated programming to benefit people, public lands, the economy, and the environment. The DOI, NLCI, and YMCA will pursue comprehensive strategies to involve millions of young people to play, learn, serve and work outdoors. The DOI will establish a framework and plan, building upon the work and

programs already operating in DOI bureaus and the competencies and on-the-ground capacity of NLCI and the YMCA, to coordinate its efforts.

ARTICLE II – AUTHORITIES

1. The DOI is entering this MOU under the authority of the various Federal laws that authorize it to manage, preserve, and protect the Nation's land as well as natural, historical, and cultural resources. In particular, DOI is utilizing the Take Pride in America Act, 16 U.S.C. § 4601 et seq., which authorizes the Secretary to carry out a number of activities in support of the Nation's land and resources, including partnering with public and private organizations to promote participation in volunteer efforts through a public awareness campaign. In addition, DOI is relying on the authority that its bureaus have individually to accept volunteer services. *See, e.g.* 16 U.S.C. § 742a et seq. (FWS), 16 U.S.C. § 1246(h)(1) (NPS), 43 U.S.C. § 1475 (BOR), 43 U.S.C. § 1737(d) (BLM).

ARTICLE III – STATEMENT OF WORK

The DOI, NLCI, and YMCA will collaborate to leverage the strengths and resources of their organizations to achieve mutual goals leading to broader opportunities for youth. Where appropriate and subject to applicable laws, regulations, on-the-ground capacity, and availability of funding, DOI, NLCI, and YMCA will develop joint initiatives to further the purpose and objectives of this MOU including general implementation actions outlined below:

1. The DOI, NLCI, and YMCA MUTUALLY AGREE TO:

- a. Collaborate to support their common mission and goals by promoting the work of each organization through appropriate means based upon all parties' available resources to accomplish the following broad objectives:
 - Connect young people to the outdoors through recreational, education, volunteerism, and employment programs.
 - Create opportunities for local communities to increase connections to the outdoors in partnership with public, private, and nonprofit organizations.
 - Lay the groundwork for young adults to become the 21st Century stewards of our cultural, historical, scientific, and recreational legacies.
 - Develop model program and outreach strategies that expand opportunities for youth to play, learn, serve, and work outdoors and on public lands.
 - Provide opportunities for youth to connect with natural, cultural, historical, and recreational resources within their local communities and through the use of technology.
 - Provide youth with career and leadership development opportunities via mentorship, volunteerism, internships, and employment.

- b. It is the intent of the parties to co-develop curriculum-based programming that meets the needs of all Parties and utilizes appropriate resources to meet the needs of youth. To the extent that the Parties decide to co-develop a curriculum-based program, the terms and conditions related to development, timelines, and ownership of the Intellectual Property shall be mutually agreed upon by the parties pursuant to Article IV “Trademarks, Press Releases, and Intellectual Property” and memorialized in a subsequent document.

2. The DOI WILL SUPPORT THIS COLLABORATION BY:

- a. Promoting this new national collaboration with NLCI and YMCA throughout its bureaus.
- b. Providing opportunities to enrich NLCI and YMCA program offerings on DOI managed lands.
- c. Collaborating with NLCI and YMCA in support of cultivating philanthropic opportunities with foundations and other organizations whose missions are to engage youth in the outdoors.
- d. Expanding access to local educational, interpretive, facility management, and employment pathways resources, as available, to enhance NLCI support and resources for municipal leaders and YMCA educational and youth career development programs.
- e. Encouraging DOI bureaus to develop relationships with NLC members and local YMCAs, and provide opportunities to engage directly with them or connect at a distance using technology.
- f. Providing opportunities for NLCI members and YMCAs to participate in DOI volunteer and educational programs.
- g. Encouraging DOI bureaus to work with NLCI members and YMCAs in providing opportunities for internships and youth employment.
- h. Sharing in the publicity and marketing of this Collaboration and special initiative that mutually benefit all Parties.
- i. Working in conjunction with the NLCI and YMCA to seek out joint funding opportunities.

3. The NLCI WILL SUPPORT THIS COLLABORATION BY:

- a. Raising the visibility of DOI’s youth initiative among city leaders, highlighting and publicizing key events and announcements through NLCI’s extensive membership network, and utilizing a broad range of communication vehicles at its disposal.
- b. Encouraging direct participation by NLC member cities in DOI programs, undertaking targeted outreach to individual cities in a manner coordinated with DOI and the YMCA,

and helping to identify mayors and other city leaders who can serve as prominent local champions and spokespeople by encouraging young people to play, learn, serve, and work outdoors.

- c. Leveraging knowledge and relationships developed through NLCI's Institute for Youth, Education, and Families, drawing upon the extensive city network it has developed as part of its leadership role in *Let's Move! Cities, Towns and Counties*, and exploring possible ways to encourage youth service and work through DOI programs and partnerships as well as in locally-managed parks, reserves, creeks, and rivers.
- d. Stimulating and supporting local progress by identifying promising practices at the city level and creating mechanisms or venues through which city leaders can learn from each other as NLCI's knowledge base on key issues related to DOI's youth initiative grows over time.

4. The YMCA WILL SUPPORT THIS COLLABORATION BY:

- a. Promoting this partnership with DOI within the YMCA Movement, and encouraging collaboration with DOI on mutually beneficial programs and activities.
- b. Working with DOI and NLCI to identify appropriate partnership opportunities and jointly pursue such projects or activities, when appropriate.
- c. Developing new program content to expand programming in the outdoors.

ARTICLE IV - TRADEMARKS, PRESS RELEASES AND INTELLECTUAL PROPERTY

- 1. Use, reproduction, or redistribution of the other Parties' brands, trademarks, and logo is strictly prohibited without written permission from the Party owning or controlling such brands, trademarks, and logos, or as stipulated by this MOU.
- 2. No Party shall use the other Parties' brands, trademarks, or logos in the following ways:
 - a. In a product name or publication title not owned, controlled, or approved by the Party with rights to the brands, trademarks, or logo used;
 - b. In, as, or as part of each Party's own trademarks;
 - c. To identify products or service not owned, controlled, or approved by the other Party;
 - d. In a manner likely to cause confusion; or
 - e. In a manner that disparages the other Party.
- 3. Each Party's Marks may not be used in any manner that expresses or might imply the other Parties' affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this MOU. Use of the logo, seal, etc. of each Party requires prior approval.

4. No Party shall use the other Parties' Marks in association with any third party trademarks in a manner that might suggest co-branding with the third party or is otherwise likely to create confusion as to the source or sponsorship of any of the Parties' Web Pages, or ownership of the other Parties' Marks.
5. No Parties' Marks may be incorporated into or used as part of any trade name, business name, domain name, product, or service name, log, trade dress, design, slogan, nor other trademark not owned, controlled, or approved by the other Party. This restriction applies whether each Party's Mark(s) are used alone or are combined with any other symbols, be they words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
6. Each Party may use the other Parties' logo only in the forms provided electronically or in the hard copy by the owning or controlling Party of such logo. Except for the size and subject to the restriction herein, such logos may not be altered in any manner, be it in proportion, color, movement, element, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance. Any changes in size of a Party's logo made by another Party shall retain the full graphical integrity of the original image.
7. Unless otherwise agreed to in separate agreements, materials (such as but not limited to curriculum, training materials, logos, and outreach materials) that are created jointly by the parties or otherwise created in furtherance of this MOU shall be jointly owned. In the event that joint ownership cannot be achieved, each party grants to the other a perpetual, royalty-free full use rights on all materials created pursuant to this MOU and subsequent agreements arising from this MOU. In the event that either party proposes to use or incorporate pre-existing materials, that party must obtain appropriate use rights prior to incorporation into materials produced in support of this MOU. Specific rights shall be memorialized as appropriate in subsequent documents.

ARTICLE V - GENERAL PROVISIONS

The Parties hereby further agree as follows:

1. They will meet annually, or as needed, to discuss and reach consensus on guidelines for projects or programs, to meet the purpose and objectives of this MOU.
2. They will develop and implement authorizations including general agreements, cooperative agreements, and other assistance agreements (Authorizations) that define specific projects and initiatives in furtherance of this MOU and permit the sharing of resources and funding in support of those projects and initiatives in compliance with applicable laws, regulations, and policies of all Parties.
3. This MOU in no way restricts DOI, NLCI, or YMCA from participating in similar activities or arrangements with other public agencies, academic institutions, non-profits, private enterprise, or individuals, or to enter into Authorizations with those entities and individuals.

4. Nothing in the MOU may be construed to obligate DOI, NLCI, or YMCA to any current or future expenditure of resources in advance of the availability of appropriations from Congress or funding from philanthropic sources. Nor does this MOU obligate DOI, NLCI, or YMCA to spend funds on any particular project or purpose, even if funds are available.
5. This MOU is neither a fiscal nor a funds-obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between or among the Parties will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements or contracts that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide authority to transfer anything of value involving reimbursement or contribution of funds between or among the Parties. Any contract or agreement for services must comply with all applicable requirements for competition.

ARTICLE VI - EVALUATION AND REPORTING

The Parties will jointly review the results and effectiveness of this MOU at the end of each calendar year. The MOU may be amended at any time by the written, mutual consent of the Parties. The approved amendment(s) will immediately become a part of this MOU.

ARTICLE VII - TERM OF MOU

This MOU shall be executed as of the date of the last signature and shall remain in effect for five (5) years unless terminated or otherwise extended through a modification of this MOU.

ARTICLE VI - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication among the parties regarding the work being performed. Communications regarding this MOU will be maintained between the Parties by the following officials:

The key official for DOI is:

Mr. David Jayo
Senior Advisor to the Secretary
Department of the Interior
1849 C Street NW
Telephone: (202) 208-4025
E-mail: david_jayo@ios.doi.gov

The key official for NLCI is:

Mr. Clifford Johnson
Executive Director, Institute for Youth, Education and Families

National League of Cities
1301 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone: (202) 626-3013
E-mail: cjohnson@nlc.org

The key official for YMCA is:

Ms. Katie Clarke Adamson
Director of Health Partnerships & Policy
YMCA of the USA
1101 17th Street NW, Suite 705
Washington, DC 20036
Telephone: (202) 835-9043
E-mail: katie.adamson@ymca.net

ARTICLE VII – MODIFICATION & TERMINATION

1. This MOU may be modified or extended only through a written instrument, signed, and dated by the Parties.
2. Any Party may terminate this MOU by providing the other Parties with sixty (60) days advance written notice. In the event that one Party provides notice of its intention to terminate, the Parties will meet promptly to try to resolve their differences.
3. Additional Federal agencies or bureaus may join in this MOU by notifying all Parties in writing, and upon the mutual agreement of the Parties through a written modification to this MOU.

ARTICLE VIII – STANDARD CLAUSES

Civil Rights - During the performance of this MOU, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

ARTICLE IX - SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the date(s) set forth below.

FOR the Department of the Interior, approved and accepted:

Sally Jewell
Secretary
Department of the Interior

Date

FOR the National League of Cities Institute, approved and accepted:

Clarence Anthony
President
National League of Cities Institute

Date

FOR the YMCA of the USA, approved and accepted:

Neil Nicoll
President & CEO
YMCA of the USA

Date