

GENERAL AGREEMENT  
among the  
NATIONAL PARK SERVICE  
BUREAU OF LAND MANAGEMENT  
U.S. FISH AND WILDLIFE SERVICE  
BUREAU OF RECLAMATION  
and the  
OUTDOORS ALLIANCE FOR KIDS

This GENERAL AGREEMENT (GA) is hereby entered into, by, and among the National Park Service, the Bureau of Land Management, the U.S. Fish and Wildlife Service, and the Bureau of Reclamation hereinafter referred to as the "Agencies", and the Outdoors Alliance for Kids, hereinafter referred to as "OAK", an alliance of non-profit and for-profit organizations that promote outdoor opportunities for children, youth, and families.

**ARTICLE I: BACKGROUND AND OBJECTIVES**

The purpose of this GA is to establish a framework for cooperation among the Agencies and OAK to increase opportunities for children, youth, and families to learn about, recreate and explore the natural world on our public lands and waters. This GA will help facilitate coordinated development of programs aimed at engaging children and youth through outdoor recreation activities, service, work, and education. This GA will provide a foundation for the Agencies and OAK to work together on issues of common interest and upon which the Agencies and OAK can jointly plan and carry out mutually beneficial programs, projects, and activities.

**ARTICLE II: AUTHORITIES**

The Agencies are authorized to enter into this GA under the following statutes:

1. National Wildlife Refuge System Administration Act, as amended.
2. The Organic Act of 1916, 54 U.S.C. §100101
3. The Reclamation Act of 1902, as amended.
4. The Federal Land Policy and Management Act of 1976, as amended, 43 U.S.C. § 1737.

**ARTICLE III: STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

- A. The Agencies have been entrusted with the care of the Federal lands, shores and waterways of the United States, and charged with the duty to manage, maintain, and protect such resources in accordance with the present and future public good. Further, the Agencies provide numerous programs and facilities for children and families to enjoy the outdoors across the country, many of which are near urban centers.

- B. The OAK is a national strategic partnership of organizations from diverse sectors with the common interest in expanding the number and quality of opportunities for children, youth, and families to connect with the outdoors. The OAK was formed in 2010 to promote the well-being of current and future generations of Americans, the health of our planet, communities and economy, and to build personal and life-long relationships with nature and the outdoors. In pursuit of these goals, OAK does the following:
1. Education: OAK supports initiatives that provide children and youth with opportunities to learn about — and in — the great outdoors. These initiatives provide experiences that are both in school and out-of-school experiential learning, are hands-on, ultimately improve both academic skills and the practical skills, and create a well-rounded education that all kids need to thrive.
  2. Community Health and Wellness: OAK supports initiatives and infrastructure that increase access and opportunity to engage in healthy, safe, and affordable outdoor places, networks, and programs. By helping children and their families play and learn through outdoor recreation, we can ultimately improve the health of individuals and the broader community.
  3. Environmental Stewardship: OAK supports initiatives and funding that provide young people with jobs, training, service, and volunteer opportunities that connect them to the outdoors and recreational opportunities. These initiatives will help youth assume responsibility for the stewardship and preservation of America's great outdoors and the healthy development of the next generation.
- C. The parties to this GA have responsibilities and interests in facilitating use of DOI lands and related waters by minimizing barriers to access, with the long-term goals of providing recreation and learning opportunities, improving the Nation's health and wellness, and building deep and lasting relationships between Americans and their Federal lands and waters.
- D. The parties have an interest in promoting safety awareness regarding activities on or near Federal lands and waterways while acknowledging that it is the responsibility of each individual to understand and accept risks associated with such activities.
- E. The parties have an interest in coordinating related programs within and among Federal Agencies in order to provide effective pathways for engaged youth to grow in their use and enjoyment of public lands and to build a diverse and committed future workforce.

- F. The parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with the Agency resource management objectives and plans.

#### **ARTICLE IV: RESPONSIBILITIES OF THE PARTIES**

A. OAK will:

1. Serve as a convener, bringing together organizations interested in children in nature issues, policies, and programs, and provide a pathway for Federal Agencies to connect to these organizations.
2. Advise the Agencies of opportunities to participate in outdoor recreation and education programs and events, such as Great Outdoors America Week.
3. Facilitate the expansion of opportunities for outdoor educational activities and collaborate, where appropriate, with the Agencies at the Regional, State and local levels to develop jointly supported programs that improve access to public lands and waters and create meaningful outdoor experiences for children and families.
4. Disseminate information received from the Agencies about youth engagement, employment, and education to engage youth with the outdoors.
5. Designate and convene a GA Implementation Team consisting of OAK and Agency representatives that will jointly develop and oversee the implementation of the action plan described in Article V of this Agreement. The GA Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this GA.

B. The Agencies will:

1. Provide publicly available information to OAK on conservation and management issues, and program initiatives pertaining to Agency administered lands and waterways.
2. Advise OAK of opportunities to participate in outdoor recreation and education programs and events, such as National Parks Week, National Wildlife Refuge Week, National Public Lands Day and Great Outdoors Month.

3. Facilitate the expansion of opportunities for outdoor educational activities and collaborate, where appropriate, with OAK at the Regional, State and local levels to develop jointly supported programs that improve access to public lands and waters and create meaningful outdoor experiences for children and families.
4. Provide information to OAK about youth engagement, employment, and education to engage youth with the outdoors.
5. Promote the partnership through Agency communications to employees and partners and recognizing successful projects at the regional, State, and local levels.
6. Designate representatives to participate in the GA Implementation Team that will jointly develop and oversee the implementation of the action plan described in Article V of this Agreement. The GA Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this GA.

#### **ARTICLE V: PARTNERSHIP ACTION PLAN**

Within 180 days of the final signature on this GA, the Agencies, and OAK will prepare a long-term action plan that describes specific and measurable collaborative programs and events that contribute to our overall objectives. In developing this action plan, the Agencies, and OAK will consider programs that engage multiple sectors in pursuit of the goals of:

- A. Expanding partnerships to create new outdoor play and recreation opportunities for millions of young people;
- B. Providing new or enhanced educational programs for grades K-12;
- C. Expanding service and volunteer programs to build a nation-wide network of support of the GA;
- D. Providing youth employment and training programs that meet mutual objectives through public/private partnerships; and
- E. Implementing the National Prevention Strategy for improving health and well-being developed by the National Prevention Council.

#### **ARTICLE VI: GENERAL PROVISIONS**

It is mutually agreed and understood by and between the parties that:

- A. Any information furnished to the Federal parties under this instrument may be subject to the Freedom of Information Act, 5 U.S.C. § 552 *et seq.*

- B. Nothing in this Agreement may be construed to obligate the Federal parties or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this Agreement obligate the parties to expend, exchange, or reimburse funds, services, or supplies or transfer or receive anything of value for any particular project or purpose, even if funds are available. Subject to the availability of funding, each party intends to assume responsibility for its respective costs arising from any activity related to this GA, including cost of transportation, lodging, board, and salary of personnel involved.
- C. Any endeavor involving reimbursement or contribution of funds between the parties to the GA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate Agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. While this GA does not provide such specific authority, all such Agreements may reference this GA. This GA does not establish authority for the noncompetitive award of any contract or other Agreement.
- D. This GA in no way restricts the parties from participating in similar activities or arrangements with other public or private Agencies, organizations, or individuals.
- E. Nothing in this GA shall be construed as creating any right or benefit, substantive or procedural, enforceable at law, or of affording any preferential treatment, exclusive rights, or privileges, to any party.
- F. The Agencies and OAK will obtain each other's prior approval of all press releases, published advertisements, or other Statements intended for the public that refer to this Agreement or to any of the parties, or refer to the name or title of any employee of any of the parties, when those releases, advertisements, or Statements are issued in connection with this Agreement.
- G. Nothing in this Agreement may be interpreted to imply that the United States of America or the Federal parties endorse any product, service, or policy of OAK, or that OAK endorses any product, service, or policy of the Federal parties. None of the parties will take any action or make any Statement that suggests or implies such an endorsement. Nothing in this Agreement is intended to diminish, modify, or otherwise affect the statutory or regulatory authorities of the signatory Agencies.
- H. The use, reproduction, copying, or redistribution of another party's brands, trademarks, and logo is strictly prohibited without written permission from that party.

- I. Each party's brands, trademarks, and logos may not be used in any manner that expresses or might imply another party's affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this Agreement.
- J. All activities pursuant to this GA are subject to and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements.
- K. If the parties agree to undertake joint projects with defined specific projects and goals, they will develop a separate written Agreement for each project setting out each party's contribution, deliverables, and responsibilities.
- L. This GA is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Agencies. This GA shall not be construed to provide a private right or cause of action for or by any person or entity
- M. This GA will remain in effect for 5 years unless it is terminated by all the parties. Individual parties may drop out of this Agreement, without terminating the Agreement. This GA may be modified in writing with the Agreement of all parties. Additional Agencies may join this GA, by signing the Agreement "as is."

## **ARTICLE VII: KEY OFFICIALS AND LIAISONS**

The personnel listed below are identified as key staff and are considered essential to the work being performed under this Agreement:

### National Park Service

Bob Ratcliffe  
Chief, Conservation and Outdoor Recreation  
1201 Eye Street NW  
Washington, DC 20005  
[bob\\_ratcliffe@nps.gov](mailto:bob_ratcliffe@nps.gov) (202) 354-6909

### Bureau of Land Management

Chief, Division of Education, Interpretation, and Partnerships  
1849 C Street NW – LM2134  
Washington, DC 20240

Fish and Wildlife Service

Kevin Kilcullen  
Chief, Branch of Visitor Service  
5275 Leesburg Pike  
Falls Church, VA 22041  
[kevin\\_kilcullen@fws.gov](mailto:kevin_kilcullen@fws.gov) (703) 358-2382

Bureau of Reclamation

Patti Aaron  
Partnerships Coordinator  
1849 C Street NW  
Washington, D.C. 20240  
[paaron@usbr.gov](mailto:paaron@usbr.gov) (202) 513-0544

Outdoors Alliance for Kids

Jackie Ostfeld  
Co-Founding Chair, Outdoors Alliance for Kids  
Director, Nearby Nature  
Sierra Club  
50 F Street NW # 8000  
Washington, D.C. 20001  
[Jackie.Ostfeld@sierraclub.org](mailto:Jackie.Ostfeld@sierraclub.org) (202) 548-6584

Outdoors Alliance for Kids

Paul Sanford  
Co-Vice Chair, Outdoors Alliance for Kids  
National Director of Recreation Policy  
The Wilderness Society  
1615 M Street NW  
Washington, DC 20036  
[Paul\\_sanford@twsw.org](mailto:Paul_sanford@twsw.org) (202) 429-2615

## ARTICLE VIII: SPECIAL PROVISIONS

- A. Any material prepared by either Party to inform the public about this Agreement will be submitted to the other Party's Key Official(s) (see Article VII) for formal review and approval prior to its release.
- B. This Agreement will not in any way suggest endorsement by the Agencies of a product or service. No Party's advertising or promotional materials will carry logos (i.e. the NPS arrowhead logo, or OAK logo) or other official text or emblems that might suggest endorsement of one Party by another without the explicit review and clearance of the parties involved.

- C. This Agreement does not establish authority for noncompetitive award to OAK or its members of any contract or other Agreement. Any contract or Agreement must comply with all applicable requirements for competition.

#### ARTICLE IX: REQUIRED CLAUSES

- A. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- B. Officials Not to Benefit – No member or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement if made with a corporation for its general benefit.
- C. Nothing in this Agreement shall be construed as binding the Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year; or as involving the United States of America in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- D. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress affecting or relating to this Agreement.
- E. Nothing in this Agreement shall restrict the Agencies from entering into similar Agreements, in similar activities or Agreements with any other public or private Agencies, organizations, or individuals.
- F. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States of America or of its departments or Agencies from communicating with any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign



policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

#### **ARTICLE X: VOLUNTEERS IN PARKS**

OAK members working with the National Park Service shall be encouraged to become *Volunteers in Parks* (VIPs) under 54 U.S.C. §102301. VIPs are not Federal employees but shall be entitled to those benefits and protections related to workers' compensation and Federal tort claims as specified in the VIP Act; 28 U.S.C. 2677-2680. All individual members of OAK shall sign up as VIPs in each park that they work in.

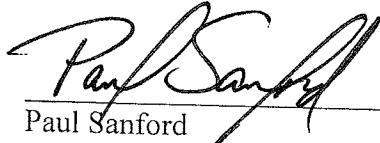
OAK members working with the Agencies other than the National Park Service shall be encouraged to join volunteer programs associated with the bureau managing the resources of interest to the OAK members, if such a program is available, and consistent with the requirements and conditions of such programs. A Volunteer Services Agreement for Natural and Cultural Resources (OF-301A or 301B) can be used for this purpose.

#### **ARTICLE XI: TERMINATION**

Any Party may terminate their participation in this Agreement by providing the other Parties with written notice 60 days in advance.

**ARTICLE XI: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.



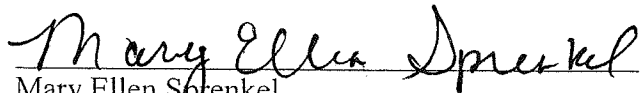
\_\_\_\_\_  
Paul Sanford  
National Director of Recreation Policy  
The Wilderness Society

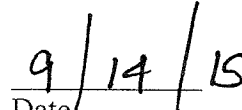
9/14/2015

Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

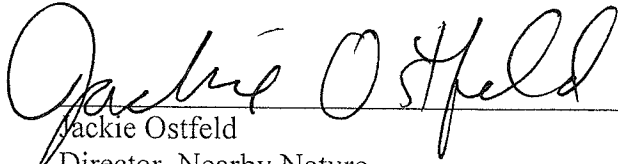
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

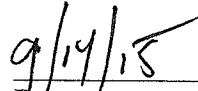
  
Mary Ellen Sprenkel  
President and Chief Executive Officer  
The Corps Network

  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

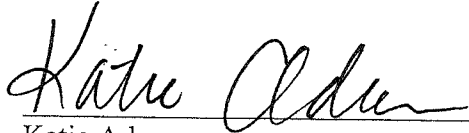
IN WITNESS WHEREOF, the Parties hereto have signed their names and executed this General Agreement.

  
\_\_\_\_\_  
Jackie Ostfeld  
Director, Nearby Nature  
Sierra Club

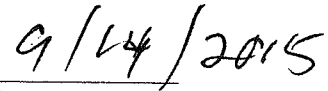
  
\_\_\_\_\_  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

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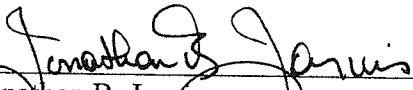
Katie Adamson  
Director of Health Partnerships and Policy  
YMCA of the USA



Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

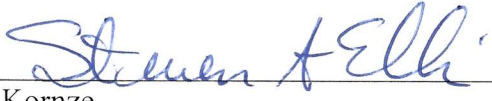
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

  
\_\_\_\_\_  
Jonathan B. Jarvis  
Director, National Park Service

5-11-15  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

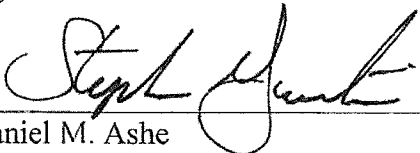
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

  
\_\_\_\_\_  
Neil Kornze  
Director, Bureau of Land Management

7/22/15  
Date

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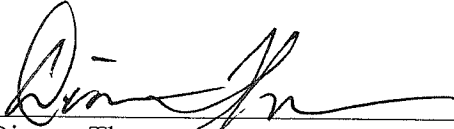
*for*   
\_\_\_\_\_  
Daniel M. Ashe  
Director, Fish and Wildlife Service

2/22/15  
Date



**ARTICLE XI: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

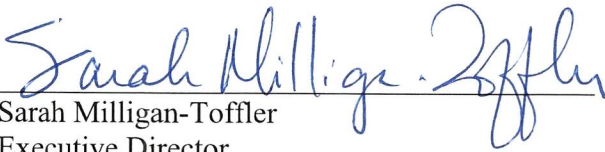


\_\_\_\_\_  
Dionne Thompson  
Deputy Commissioner  
External and Intergovernmental Affairs  
Bureau of Reclamation

8/18/15  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

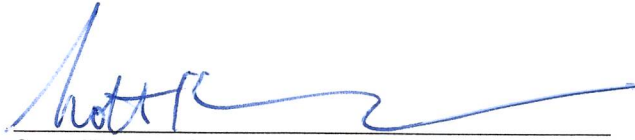
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

  
\_\_\_\_\_  
Sarah Milligan-Toffler  
Executive Director  
Children and Nature Network

9-18-15  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

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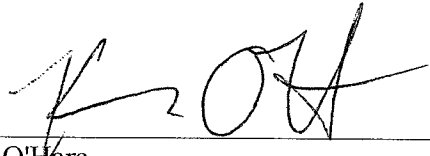
A handwritten signature in blue ink, appearing to read "Scott Kovarovics", written over a horizontal line.

Scott Kovarovics  
Executive Director  
Izaak Walton League of America

9/21/15  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.



\_\_\_\_\_  
Kevin O'Hara  
Vice President  
National Recreation and Park Association

9-29-15

\_\_\_\_\_  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.

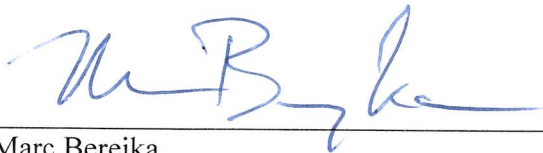


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Allen Cooper  
Director of State and Local Education Advocacy  
National Wildlife Federation

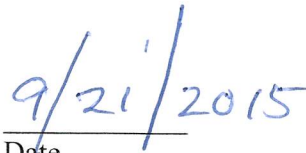
• October 1, 2015  
Date

**ARTICLE XI: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this General Agreement.



\_\_\_\_\_  
Marc Berejka  
Director--Government and Community Affairs  
Recreational Equipment Inc.



\_\_\_\_\_  
Date