

MEMORANDUM OF AGREEMENT  
between the  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE  
and the  
OUTDOORS ALLIANCE FOR KIDS

NOS Agreement Code: MOA 2015-062

This MEMORANDUM OF AGREEMENT (MOA) is hereby entered into, by, and between the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Office of National Marine Sanctuaries (ONMS) on behalf of NOAA, and the Outdoors Alliance for Kids, hereinafter referred to as OAK, an alliance of non-profit and for-profit organizations that promotes outdoor opportunities for children, youth and families.

**ARTICLE I: BACKGROUND AND OBJECTIVES**

The purpose of this MOA is to establish a framework for cooperation between NOAA 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 MOA will help facilitate coordinated development of programs aimed at engaging children and youth through outdoor recreation activities, service, work, and education. This MOA establishes a framework for NOAA and OAK to work together on issues of common interest and upon which NOAA and OAK can jointly plan and carry out mutually beneficial programs, projects, and activities.

**ARTICLE II: AUTHORITIES**

NOAA is authorized to enter into this MOA under the following statutes:

- America COMPETES Act (33 U.S.C. 893 *et seq.*, as amended) provides NOAA with authority to conduct, develop, support, promote, and coordinate formal and informal educational activities at all levels to enhance public awareness and understanding of ocean, coastal, Great Lakes, and atmospheric science and stewardship by the general public and other coastal stakeholders, and build upon the educational programs and activities of the agency. The American COMPETES Act also provides NOAA with authority to collaborate with academic institutions and other nongovernmental entities to focus on the development of advance technologies and analytic methods that will promote United States leadership in ocean and atmospheric science and competitiveness in applied use of such knowledge.
- Coastal Zone Management Act, Section 315b (16 U.S.C. § 1461) provides NOAA with authority to designate a national estuarine reserve to provide for long-term research and protection, enhance public awareness and understanding of estuarine areas, and provide suitable opportunities for public education and interpretation.
- National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1431 *et seq.*, as amended. Section 309 of the Act (16 U.S.C. § 1440) provides for sanctuary-related research, monitoring and education programs. Section 311 (16 U.S.C. § 1442) authorizes the Office of

National Marine Sanctuaries (ONMS) to enter into agreements to carry out the purposes and policies of NMSA. The programmatic authority for the ONMS to enter into this Agreement is the NMSA, 16 U.S.C. 1431 *et seq.*, which includes among its Purposes and Policies:

- (b)(4) to enhance public awareness, understanding, appreciation, and wise and sustainable use of the marine environment, and the natural, historical, cultural, and archaeological resources of the National Marine Sanctuary System;
- (b)(6) to facilitate to the extent compatible with the primary objective of resource protection, all public and private uses of the resources of these marine areas not prohibited pursuant to other authorities.

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

- A. NOAA is trustee of resources located within 14 coastal sites that make up the National Marine Sanctuary. These areas possess conservation, recreational, ecological, historical, scientific, cultural, archaeological, education, or aesthetic qualities that give them special national, and in some cases international, significance. NOAA also provides national guidance and funding to coastal state partners to assist in management, protection and study of 28 designated coastal sites comprising the National Estuarine Research Reserve System. Further, the America COMPETES Act (33 U.S.C. 893 *et seq.*, as amended) gives NOAA broad authority for educational activities. Stemming from this statute and other program-specific education mandates, the NOAA education community works collaboratively to advance the priorities outlined in NOAA's Education Strategic Plan and meet NOAA's Education Mission: "To educate and inspire the Nation to use science toward improving ocean and coastal stewardship, increasing safety and resilience to environmental hazards, and preparing a future workforce to support NOAA's mission." This strategic direction is leveraged by the many cross-cutting education programs and initiatives across NOAA. Further, NOAA provides numerous programs and facilities for kids and families to enjoy the outdoors across the country, many of which are near urban centers.
- B. The Outdoors Alliance for Kids (OAK) is a national strategic partnership of organizations from diverse sectors with the common interest in connecting children, youth and families with the outdoors. OAK's members are brought together by the belief that the wellness of current and future generations, the health of our planet and communities and the economy of the future depend on humans having a personal, direct and life-long relationship 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, and 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 the protection and preservation of natural areas in which young people can learn and play. OAK also supports initiatives and funding that provide young people with outdoor recreation and education opportunities and jobs, training, service, and volunteer opportunities that connect them to the outdoors. By providing these opportunities, we 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 MOA have responsibilities and interests in facilitating responsible use of public lands and waters and create opportunities for youth to increase awareness, knowledge, and environmental literacy through engagement and outreach designed to facilitate stewardship, 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, as well as marine and Great Lakes waters, 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 waters, participate in outdoor educational opportunities, and increase environmental literacy and stewardship (particularly in individuals from underrepresented groups) to spark career-interests and involvement in outdoor recreation and conservation careers.
- F. The parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with NOAA 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 NOAA to connect to these organizations.
2. Advise NOAA of opportunities to participate in outdoor recreation and education programs and events.
3. Facilitate the expansion of opportunities for outdoor educational activities and collaborate, where appropriate, with NOAA 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 NOAA about youth engagement, employment, and education to engage youth with the outdoors.
5. Designate and convene a MOA Implementation Team consisting of OAK and NOAA representatives that will jointly develop and oversee the implementation of the action plan described in Article V of this agreement. The MOA Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this MOA.
6. Encourage OAK members to collaborate and participate in outreach and education opportunities designed to preserve, protect and promote meaningful opportunities for public interaction with the nation's marine sanctuaries and national estuarine research reserves.

### B. NOAA will:

1. Provide publicly available information to OAK on conservation and management issues pertaining to NOAA administered programs.
2. Advise OAK of opportunities to participate in outdoor recreation and education programs and events, such as World Oceans Day, Coastal Cleanup Day, National Estuaries Week, World Water Day, Great Outdoors Month, and International Day of Climate Action.
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 opportunities, 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 MOA Implementation Team that will jointly develop and oversee the implementation of the action plan described in Article V of this agreement. The MOA Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this MOA.

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

Within 180 days of the final signature on this MOA, NOAA 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, NOAA 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 in support of the MOA;
- D. Strengthening youth employment and training programs that meet mutual objectives through public/private partnerships; and
- E. Improving the National Prevention Strategy for improving health and well-being of young people developed by the National Prevention Council.

#### **ARTICLE VI: OTHER TERMS AND PROVISIONS**

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

- A. Nothing in this MOA 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. Subject to the availability of funding, each party intends to assume responsibility for its respective costs arising from any activity related to this MOA, including cost of transportation, lodging, board, and salary of personnel involved.
- B. This MOA is not a fiscal or funds obligation document. However, activities conducted pursuant to this MOA could potentially lead to related projects requiring the transfer of funds or reimbursement by one party to another. Any such projects or

activities involving reimbursement or transfer of funds between the parties to the MOA will be handled in accordance with applicable laws, regulations, and procedures. Such projects or activities shall be documented in separate annexes that shall be made in writing by representatives of the parties, identify the appropriate statutory authority for transferring funds, clearly describe specific responsibilities of the parties, and set out deliverables and deadlines.

- C. This MOA does not establish authority for the noncompetitive award of any contract or other agreement to OAK or its members. Any contract or other agreement must comply with all applicable requirements for competition.
- D. This MOA in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. NOAA 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.
- F. 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 NOAA.
- G. The use, reproduction, copying, or redistribution of another party's brands, trademarks, and logo is strictly prohibited without written permission from that party.

## **ARTICLE VII: CONTACTS**

The points of contact for activities under this MOU are:

National Oceanic and Atmospheric Administration  
Tracy Hajduk  
Acting National Education Coordinator  
NOAA/NOS, Office of National Marine Sanctuaries  
1305 East-West Hwy, 11<sup>th</sup> Floor  
Silver Spring, MD 20910  
tracy.hajduk@noaa.gov; 240-533-0663

Outdoors Alliance for Kids  
Jackie Ostfeld  
Chair

Outdoors Alliance for Kids  
Nearby Nature Director  
Sierra Club  
50 F St. NW, 8<sup>th</sup> Floor  
Washington, DC 20001  
[Jackie.Ostfeld@sierraclub.org](mailto:Jackie.Ostfeld@sierraclub.org); 202-548-6584

Paul Sanford  
Vice Chair  
Outdoors Alliance for Kids  
National Director of Recreation Policy  
The Wilderness Society  
1615 M Street NW  
Washington, D.C. 20036  
[Paul\\_Sanford@twss.org](mailto:Paul_Sanford@twss.org); 202-429-2615

#### **ARTICLE VIII: DURATION, AMENDMENT AND TERMINATION OF AGREEMENT**

- A. This MOA will become effective on the date it is signed by all parties, and will remain in effect for five years, unless it is terminated by all the parties. Individual parties may drop out of this agreement, without terminating the agreement.
- B. This MOA may be amended, extended, or other parties added thereto by written mutual consent. Additional agencies may join this MOA by signing onto the agreement "as is."
- C. Any Party may terminate their participation in this Agreement by providing the other Parties with written notice 60 days in advance.

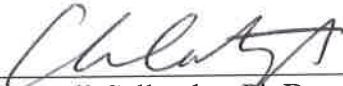
#### **ARTICLE IX: RESOLUTION OF DISAGREEMENTS**

- A. Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**ARTICLE X: AUTHORIZING SIGNATURES**

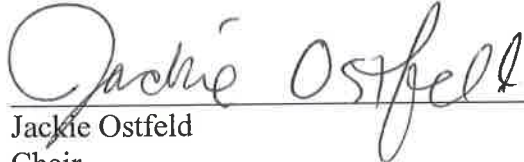
IN WITNESS HEREOF, the Parties hereto have signed their names and executed this MOU.

FOR THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

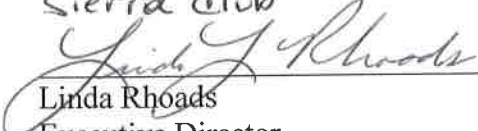
  
\_\_\_\_\_  
W. Russell Callender, Ph.D.  
Assistant Administrator  
National Ocean Service

6/17/16  
Date


FOR THE OUTDOORS ALLIANCE FOR KIDS, STEERING COMMITTEE

  
\_\_\_\_\_  
Jackie Ostfeld  
Chair  
Outdoors Alliance for Kids  
Nearby Nature Director  
Sierra Club

7/14/16  
Date

  
\_\_\_\_\_  
Linda Rhoads  
Executive Director  
Alliance for Childhood

7/14/16  
Date

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

8-3-16  
Date

\_\_\_\_\_  
Jose Gonzalez  
Executive Director  
Latino Outdoors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin O'Hara  
Vice President of Urban and Government Affairs  
National Recreation and Park Association

07/28/2016  
Date

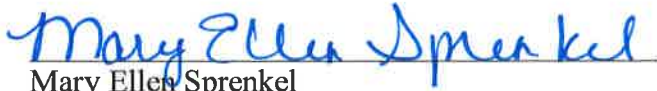
[signatures continue on the following page]





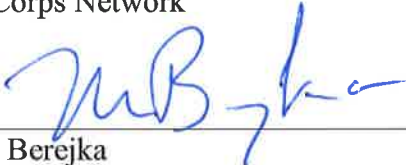
Kevin Coyle  
Vice President, Education and Training  
National Wildlife Federation

10-11-2016  
Date



Mary Ellen Sprenkel  
Chief Executive Officer  
The Corps Network

10/19/16  
Date



Marc Berejka  
Director of Community and Government Affairs  
REI

10/4/16  
Date



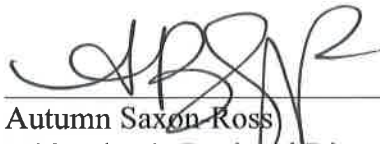
Katie Adamson  
Director of Health Partnerships and Policy  
YMCA of the USA

7/14/2016  
Date



Paul Sanford  
National Director of Recreation Policy  
The Wilderness Society

7/14/2016  
Date



Autumn Saxon-Ross  
Mid-Atlantic Regional Director  
NatureBridge

7/29/2016  
Date