

MEMORANDUM OF UNDERSTANDING

between

THE BUREAU OF LAND MANAGEMENT and THE CORPS NETWORK

This Memorandum of Understanding (MOU) is entered into by and between the Bureau of Land Management (BLM) and The Corps Network, formerly known as the National Association of Service and Conservation Corps (NASCC).

I. PURPOSE

The purpose of this MOU is to foster cooperation between the BLM and The Corps Network for three purposes: (1) providing information to BLM field staff and their project partners to promote and facilitate working internships for The Corps Network participants with the BLM; (2) furthering training and experience for The Corps Network participants for future BLM or other public land management employment; and (3) furthering the understanding and appreciation of natural and cultural resources through the involvement of youth and young adults in the care and enhancement of public resources.

This MOU strengthens the partnership between the BLM and The Corps Network. The MOU supports the long-standing efforts of the BLM to provide opportunities for public service, youth employment, youth development and training, and the participation of young adults in accomplishing conservation-related work. Projects will include participating in programs such as the Youth Conservation Corps, state and local Service and Conservation Corps, and the Student Conservation Association.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The BLM is a multiple use federal land management agency. The BLM is charged with sustaining the health and productivity of public lands for the use and enjoyment of present and future generations. Under its multiple-use mission, the BLM's land management responsibilities are broad, varied, and increasingly complex. The BLM performs a wide variety of functions in managing these public lands, including inventorying resources, preparing land-use plans and assessing environmental impacts, inspecting and enforcing use and permits, designing and constructing facilities, and restoring habitats. The BLM has four mission areas: resource protection, resource use, recreation, and serving communities.

Established in 1985 as The National Association of Service and Conservation Corps, The Corps Network is the voice of our nation's 113 Service and Conservation Corps. Currently operating in 41 states and the District of Columbia, The Corps Network's member Service and Conservation Corps annually enroll more than 21,000 young men and women who contribute 11 million hours of service each year. The Corp Network is a proven organization for giving young men and

women the chance to change their communities, their own lives, and those of their families. The Corps Network has achieved a respected status nationally in the youth employment and training field, and has been an active participant in public service policymaking and the development of environmental legislation related to Service and Conservation Corps.

The BLM benefits as field staff become more aware that local Service and Conservation Corps can cost-effectively complete critical conservation projects on BLM lands including hazardous fire-fuels reduction, invasive species removal, trail maintenance and construction, and other conservation projects that enhance safety on public lands and improve visitor and recreation experiences. The Corps Network benefits with training, experience, and potential employment opportunities provided by the BLM for the participants enrolled in Service and Conservation Corps. The public benefits by the participants in The Corps Network completing critical projects on BLM lands that meet the recreation and health and safety needs of visitors to public lands administered by the BLM.

III. AUTHORITY

This MOU is entered into under the following authority:

Section 307(b) of the Federal Land Policy and Management Act (FLPMA) of October 21, 1976, 43 U.S.C. 1737(b).

IV. ROLES AND RESPONSIBILITIES:

1. The Bureau of Land Management will:

- a. Inform BLM Bureaus and Offices of this MOU and request their participation in its implementation;
- b. Provide information to Bureau/Office officials about The Corps Network and its member Service and Conservation Corps;
- c. Encourage BLM Bureaus and Offices to utilize Service and Conservation Corps participants to complete projects that are a priority for BLM;
- d. Identify and refer potential projects to The Corps Network members for consideration; and
- e. Participate in The Corps Network's annual Corps Director's Forum, conferences and other programs by providing exhibits, workshops, recruitment and other appropriate information and activities;

2. The Corps Network will:

- a. Inform The Corps Network member Service and Conservation Corps of this MOU and disseminate copies of it;

- b. Develop and support youth Service and Conservation Corps programs of public benefit in cooperation with the BLM to expose young men and women to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources;
- c. Recruit and provide service opportunities through member Service and Conservation Corps to economically, racially, and geographically diverse youth and young adults, including those who are unemployed and out-of-school;
- d. Make BLM staff aware of and familiar with the expertise of nearby youth Service and Conservation Corps and have opportunities for national or regional training about how to partner with those Corps; and
- e. Provide The Corps Network members with information on employment and training opportunities with the BLM and provide information to member Corps and the young people they engage on the various missions of BLM.

3. The Bureau of Land Management and The Corps Network agree that both parties will:

- a. As opportunities present themselves, explore educational programs about work projects and resource management at project sites to increase Corps members' knowledge of environmental problems, natural and cultural resources and the BLM, state, and local stewardship of public lands and resources;
- b. Identify and jointly explore opportunities for leveraging resources for project implementation; and
- c. Identify and jointly explore opportunities for Corps graduates to move into employment or further education related to natural and cultural resource conservation with the BLM.

V. GENERAL PROVISIONS

The BLM and The Corps Network agree that:

- A. Nothing in this agreement may be construed to obligate the Department of the Interior, or the United States, to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors or agreements 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.

- B. This MOU does not establish authority for noncompetitive award to The Corps Network of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.
- C. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of The Corps Network. The Corps Network will not take any action or make any statement that suggests or implies such endorsement.
- D. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552).
- E. The parties will comply with the Federal Advisory Committee Act to the extent it applies.
- F. This MOU in no way restricts the BLM or The Corps Network from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- G. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- H. Nothing herein is intended to conflict with the current Department of Interior or The Corps Network directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.
- I. This MOU becomes effective upon signature by the BLM and The Corps Network and, unless terminated, shall be in force for five years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto (at the addresses set forth above or as otherwise indicated).
- J. Modifications within the scope of the instrument shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.
- K. The principal contacts for this instrument are as follows:

