

## Agreement Cover Page

*Program Staff: National Forest Systems(NFS)  
Operations*

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<b>FS Agreement No. Or proposal ID number</b>	0913000018967791
<b>Cooperator Tax ID No</b>	330543876
<b>Cooperator Complete Mailing Address/Contact person</b>	Wyland Foundation 5 Columbia Aliso Viejo, California 92656
<b>Cooperator Telephone No.</b>	949-643-7070 FAX: 949-643-7099
<b>Organization Legal Name</b>	Wyland Foundation
<b>DUNS &amp; Bradstreet/ EIN Number/ ALC Number</b>	N/A
<b>CCR Registered/ Yes or No If no, <u>vendors are required to register to receive payment.</u> <u>Please advise the Cooperator</u></b>	MOU does not involve payments
<b>Project Title &amp; Description</b>	FOCUS (Forest, Oceans, Climate and US) Educational Campaign
<b>Program Manager</b>	Cynthia McArthur
<b>Budget Approver</b>	
<b>Signature Official</b>	Abigail Kimbell

SERVICEWIDE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WYLAND FOUNDATION  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Wyland Foundation, hereinafter referred to as Wyland Foundation, and United States Department of Agriculture Forest Service, WO, hereinafter referred to as Forest Service.

A. PURPOSE:

The goal of the new partnership and educational campaign will bridge the worlds of art and science to inspire people of all ages to become better stewards of our precious water resources. The Wyland Foundation and Forest Service will be creating proactive, highly visible, interactive opportunities to teach kids about the importance and interconnectivity of water, from the mountain forests and rangelands all the way to the ocean. Together the Forest Service and Wyland Foundation will raise awareness of water issues, climate change and rebuild connections between children and nature.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Land management and conservation agencies have a special responsibility to sustain diverse, healthy, and productive ecosystems while meeting the needs of people. Public land use is increasing among traditional and new young urban constituencies, challenging the Federal agencies' management of natural and cultural resources. To meet these challenges, resource managers must work in partnership with an informed citizenry.

Growing evidence shows that kids today are gravitating away from outdoor experiences and towards a virtual indoor reality. Researchers report that the growing gap between kids and nature has far-reaching and increasingly destructive implications for the health and well-being of our nation's youth and the future stewardship of our public lands and natural resources. Young people who grow up without a connection to nature may lack awareness of the value of public lands, as well as the knowledge, skills or inspiration to be wise conservation stewards in the future.

**US Forest Service** [www.fs.fed.us](http://www.fs.fed.us)

In the US Forest Service, efforts to address this growing disconnect between children and nature are collectively called the *Kids in the Woods* initiative. Encompassing diverse programs across all Deputy Areas and at all levels of the agency, *Kids in the Woods* works directly with kids, partners, educators and caregivers to increase our capacity and

make our efforts more complementary, resulting in a continuum of engagement from early childhood to adult. *Kids in the Woods* builds upon our long tradition of working with kids and coalesces with the broad national movement aimed at connecting children with the great outdoors through a variety of activities, including outdoor recreation, and conservation education.

The loss of connection between children and nature is an issue that incites passion and shared commitment among Forest Service employees and a broad range of government and non-governmental organization partners. Establishing and renewing a child's affinity to nature is a shared responsibility that transcends diverse partnership boundaries.

The Forest Service desires to work with the Wyland Foundation to raise awareness about water issues, climate change and rebuild connections between children and nature.

**Wyland Foundation** <http://www.wylandfoundation.org>

The Wyland Foundation is a 501 (c)3 non-profit organization. The Wyland Foundation is dedicated to promoting, protecting and preserving the world's oceans, waterways, and marine life. The foundation encourages environmental awareness through classroom education programs, public arts projects, and community events.

The Wyland Foundation has made its greatest impact by directly reaching over one million young people and continues to target young people and families through art and science to encourage them to become better stewards of our environment, with an emphasis on oceans, lakes, rivers, streams, and wetlands.

**C. FOREST SERVICE SHALL:**

1. Work closely with the Wyland Foundation and partners to develop a national education campaign, with the working title, "FOCUS (Forests, Ocean, Climate and US)"
2. Provide information about forests and other watersheds relevant to the FOCUS Campaign.

**D. WYLAND FOUNDATION SHALL:**

1. Work closely with the US Forest Service to develop the FOCUS campaign.
2. Where appropriate, add to the Wyland Clean Water Challenge, Mobile Learning Center and Water's Extreme Journey Maze to incorporate Forest Service watershed information.

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon the signature of the Forest Service and Wyland Foundation and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the Wyland Foundation and the subsequent written concurrence of the other(s). Either the Forest Service or the Wyland Foundation may terminate this MOU with a 60-day written notice to the other(s).
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

***Forest Service Project Contact***

Cynthia McArthur  
Acting Outreach Coordinator  
USDA Forest Service  
201 14<sup>th</sup> Street at Independence SW  
Room 3 NE  
Mail Stop 1158  
Washington DC 20250  
Phone: 202-205-2733  
FAX: 202-690-5813  
E-Mail: cmcarthur@fs.fed.us

***Cooperator Project Contact***

Steve Creech  
Program Director  
Wyland Foundation  
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Aliso Viejo, California 92656  
  
Phone: 949-643-7070  
FAX: 949-643-7099  
E-Mail: stevec@wylanddesign.com

***Forest Service Administrative Contact***

Susan McDonnell  
Grants Policy Analyst  
333 Broadway Blvd SE  
Albuquerque, NM 87102

Phone: 505 842-3327  
FAX: 505 842-3177  
E-Mail: smcdonnell@fs.fed.us

***Cooperator Administrative Contact***

Phone:  
FAX:  
E-Mail:

5. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These

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activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

6. ENDORSEMENT. Any cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

7. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

8. TERMINATION. Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.

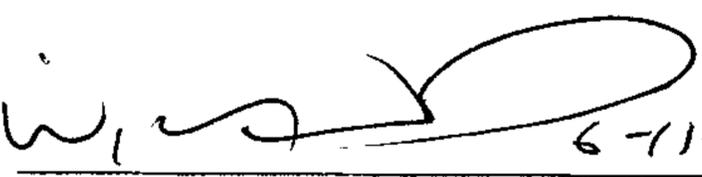
9. MODIFICATIONS. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

10. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

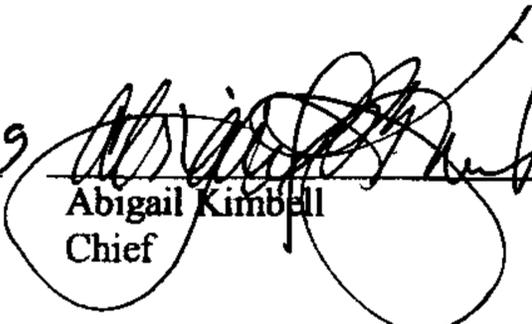
THE PARTIES HERETO have executed this instrument.

WYLAND FOUNDATION

USDA FOREST SERVICE

  
\_\_\_\_\_  
Wyland Foundation  
President

6-11-09  
DATE

  
\_\_\_\_\_  
Abigail Kimbell  
Chief

6/11/09  
DATE

The authority and format of this instrument has been reviewed and approved for signature.

  
\_\_\_\_\_  
Grants and Agreements Specialist      Date 5/26/09