

**MEMORANDUM OF UNDERSTANDING**

**DATED AS OF DECEMBER 3, 1990**

*Multi-agency*

**among the**

**DEFENDERS OF WILDLIFE  
THE IZAAK WALTON LEAGUE OF AMERICA, INC.  
NATIONAL AUDUBON SOCIETY  
NATIONAL WILDLIFE FEDERATION**

**and**

**BUREAU OF LAND MANAGEMENT  
NATIONAL PARK SERVICE  
U.S. FISH AND WILDLIFE SERVICE  
BUREAU OF RECLAMATION  
DEPARTMENT OF THE AIR FORCE  
DEPARTMENT OF THE ARMY  
DEPARTMENT OF THE NAVY  
FOREST SERVICE**

**and**

**INTERNATIONAL ASSOCIATION OF  
FISH AND WILDLIFE AGENCIES**

**I. BACKGROUND**

Various studies have shown that more than half of the American public enjoys observing, studying or photographing wildlife. Appreciative uses of wildlife are important aspects of American outdoor life, enjoyed by families and individuals of all ages and abilities. The President's Commission on Americans Outdoors recommended, in its 1986 Report and Recommendations to the President, that educators make the environment an integral part of children's basic education. The Commission recommended that Federal natural resource agencies engage in educational activities to

bring school children to the resource, where such activities are not harmful to the watchable wildlife resource. Moreover, President Bush's "America the Beautiful" initiative charges Federal land management agencies to restore, protect and enhance the natural resources and outdoor recreation opportunities found on the lands and waters entrusted to their care. This program is also supported by President Bush's concept of a "thousand points of light," as well as a number of other educational and environmental initiatives, such as "Take Pride in America," "Volunteers and Partnerships," and "Excellence in Education."

## II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperative activities necessary to develop, implement, maintain, and enhance a Watchable Wildlife Program on Federal and State lands, and to assist private landowners. The MOU will also specify the respective roles and responsibilities of the cooperating organizations and agencies. Such a cooperative arrangement has many benefits, including enhanced educational opportunities, increased public participation, and increased availability of resources. This agreement will enhance continuing efforts of public agencies and private individuals to conserve our valuable wildlife heritage.

## III. AUTHORITY

This MOU is made and entered into by and among DEFENDERS OF WILDLIFE, The IZAAK WALTON LEAGUE OF AMERICA, INC., NATIONAL AUDUBON SOCIETY, and NATIONAL WILDLIFE FEDERATION, hereinafter referred to as Defenders, IWLA, NAS, and NWF, respectively; and the BUREAU OF LAND MANAGEMENT, BUREAU OF RECLAMATION, DEPARTMENT OF THE AIR FORCE, DEPARTMENT OF THE ARMY, DEPARTMENT OF THE NAVY, FOREST SERVICE, NATIONAL PARK SERVICE, and U.S. FISH AND WILDLIFE SERVICE, hereinafter referred to as BLM, BR, DOAF, DOA, DON, FS, NPS, and FWS, respectively; and the INTERNATIONAL ASSOCIATION OF FISH AND WILDLIFE AGENCIES, hereinafter referred to as IAFWA, under the provisions of the:

1. BLM: Federal Land Policy and Management Act of 1976, 43 U.S.C. §§ 1701-1782 (1988); and Act approved Oct. 24, 1984, Pub. L. No. 98-540, 98 Stat. 2718;
2. BR: Water Resources Research Act of 1984, 42 U.S.C. § 10302 (1988);
3. FWS: Fish and Wildlife Act of 1956, 16 U.S.C. § 742f (1988); Refuge Recreation Act, 16 U.S.C. § 460k-2 (1988); Fish and Wildlife Conservation Act of 1980, 16 U.S.C. §§ 2901 et seq (1988); and Fish and Wildlife Coordination Act, 16 U.S.C. § 661 (1988);
4. NPS: National Park Service Organic Act of 1916, 16 U.S.C. §1 (1988); § General Authorities Act of 1970, 84 Stat. 825 (codified as amended at §§ 16 U.S.C. §§ 1a-1, 1a-2, 1c (1988)); Outdoor Recreation Act of 1963, 16 U.S.C. §§ 460l to 460l-3 (1988), and National Historic Preservation Act of 1980, 16 U.S.C. §§ 470 to 470w-6 (1988);
5. FS: Multiple-Use Sustained-Yield Act of 1960, 16 U.S.C. §§ 528-531 (1988); and Cooperative Funds Act of June 30, 1914, 16 U.S.C. § 498 (1988);
6. DOA (Civil Works): Flood Control Act of 1944, 16 U.S.C. § 760d (1988); and Federal Water Project Recreation Act of 1965, 16 U.S.C. 460l-12 to 460l-21 (1988); and
7. DOA (Installations, Logistics and Environment), DOAF and DON: Sikes Act, as amended, 16 U.S.C. §§ 670a-670f (1988).

#### IV. INTRODUCTION

The participating parties to this agreement have responsibilities or interests in enhancing opportunities for all members of the public, including the physically impaired, to observe native North American wildlife species in natural settings. The parties agree that increased effort should be made to: identify and publicize wildlife viewing opportunities on Federal lands; cooperate in providing facilities; provide interpretation of wildlife biology and management; and ensure access to such sites, where such activities are not harmful to wildlife or other resources. The parties further recognize and agree that a cooperative approach should be followed whenever practical to enhance watchable wildlife programs.

The participating State and Federal agencies have a variety of responsibilities in managing their diverse lands. Among these are the responsibilities to manage important habitats for a myriad of wildlife species within the United States and to ensure the abundance and diversity of wildlife and their habitats. Even though these agencies have different mandates and policies, many opportunities exist on lands managed by the participating agencies to support the concept of the Watchable Wildlife Program.

One of the many conservation objectives of Defenders, NAS, NWF, and IWLA is to help perpetuate populations of wildlife on suitable lands, both public and private, for the enjoyment of the American people. These organizations, therefore, desire to participate with cooperating State and Federal agencies by assisting in the development and implementation of Watchable Wildlife Programs on Federal and State lands.

The IAFWA represents the interests of State wildlife agencies, each of which has responsibility for and interests in promoting Watchable Wildlife opportunities within their respective States. The Association desires to cooperate in this initiative to further ensure a partnership approach with the States to establish a Watchable Wildlife Program.

In summary, it is the mutual belief of the signatories that implementation of the MOU will:

- Provide enhanced opportunities to enjoy wildlife on Federal lands;
- Promote learning about wildlife and its habitat needs;
- Enhance active support of wildlife resource conservation by the American public;
- Enhance Federal and State wildlife management programs; and
- Help protect wildlife habitat and help prevent depletion of any fish and wildlife species.

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

**V. DEFENDERS, NAS, NWF, and IWLA:**

1. Shall designate a national representative from each organization to meet at least annually with representatives of each participating agency and organization to discuss and identify watchable wildlife objectives and activities to meet the purposes of this agreement.
2. May enter into site-specific agreements or other appropriate agreements individually or collectively with the participating agencies to provide assistance or otherwise accomplish the agreed-upon work that will be developed pursuant to this agreement, including establishment and maintenance of Watchable Wildlife facilities.

**VI. The IAFWA:**

1. Shall act as liaison for State wildlife agencies in coordination with Federal agencies and conservation organizations concerning Watchable Wildlife activities and programs.

2. Shall designate a national-level representative to facilitate coordination of Watchable Wildlife activities among various State wildlife agencies and meet annually with Federal agencies and conservation organizations to discuss Watchable Wildlife accomplishments to meet the purposes of this agreement.

## **VII. THE BLM, BR, DOA, DOAF, DON, FS, NPS, and FWS:**

1. Shall make available, where appropriate, Federal lands for the furtherance of this program, subject to applicable Federal laws, regulations, policies, and land use and activity plans for the affected area, and subject to approval by an authorized official of the agency administering the area involved.
2. Shall provide leadership for the planning, implementation, and monitoring of work undertaken pursuant to this agreement and supplemental to this agreement.
3. Shall designate a representative for each agency and meet annually with representatives of participating agencies and organizations to discuss and seek to reach agreement on program proposals to meet the purposes of this agreement. The responsibility for organizing the meeting will be rotated on an annual basis among the cooperating parties.
4. Shall provide to the cooperating organizations an annual summary of program accomplishments.
5. Shall assume operation and maintenance and other management costs and responsibilities upon establishment of Watchable Wildlife areas located on respective agency lands or may enter into agreements with appropriate organizations for such operation and maintenance.
6. May enter into site-specific agreements or other appropriate agreements, individually or collectively, with other parties to accomplish agreed-upon work that will be developed pursuant to this agreement.

7. Shall coordinate planning for the Watchable Wildlife Program with appropriate State agencies.
8. Shall monitor to the extent practicable the effects of public use of Watchable Wildlife sites. Public use will be modified accordingly to avoid any unacceptable impacts to wildlife or other resources.

**VIII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE SAID PARTIES THAT:**

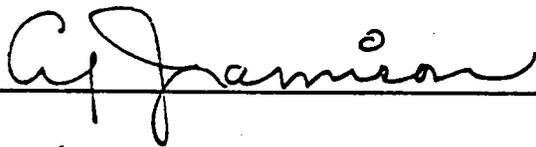
1. This national-level agreement provides a policy framework for development of State and local-level agreements with participating organizations and agencies to accomplish specific Watchable Wildlife Program actions for the observation of native North American Wildlife species.
2. Assistance to be provided by Defenders, NAS, NWF and/or IWLA to any of the participating agencies will be set forth in separate written agreements that specify the terms and conditions of such assistance. These agreements will be signed by the responsible agency official and the authorized organizational representative of the cooperating organization.
3. Assistance provided by the private organization(s) is intended to supplement State and Federal funding or services and this MOU does not, in any way, exclude Federal land management agencies from any requirements or responsibilities for management of Federal lands.
4. Unless otherwise stated, all improvements placed on Federal agency lands as a result of this cooperative initiative shall become the property of the United States and shall be subject to the same regulations and administration of those lands as all other Federal improvements of a similar nature.
5. The binoculars symbol (Wildlife viewing area sign RG-210) will be used to enhance nationwide visual recognition of designated Watchable Wildlife areas. \*

6. This agreement in no way restricts the cooperating agencies and organizations from participating with other public and private agencies, organizations, and individuals; or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of Watchable Wildlife areas; or from developing Watchable Wildlife areas on their own appropriate lands; or from using the binoculars symbol in wildlife viewing areas developed outside the context of this MOU.
7. Nothing in this agreement shall be construed as obligating the United States to expend, contract for, or otherwise commit to the future payment of money.
8. Nothing in this agreement shall be construed as obligating the participating nongovernmental parties to expend funds or provide resources or be involved in any obligation for future payment of money or providing of resources, except wherein provided by separate agreement as per this MOU.
9. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
10. This agreement may be revised as necessary, by mutual consent of all parties and by the issuance of a written amendment signed and dated by all parties.
11. Any party may terminate participation under this agreement by providing 60 days written notice. Unless terminated by written notice of all parties, this agreement will remain in force for a period of 5 years but may be extended by participating parties.
12. The parties shall not discriminate on the grounds of race, color, creed, sex, or national origin in the selection of participants for any work or program undertaken pursuant to this Agreement.

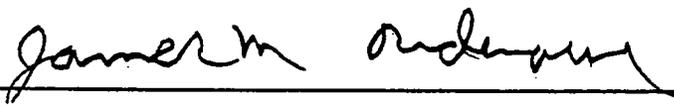
**IX. EFFECTIVE DATE**

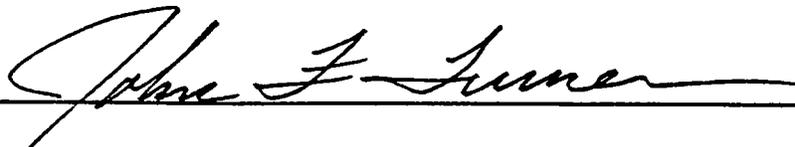
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

**DEPARTMENT OF THE INTERIOR**

 12/3/90  
Director Date  
Bureau of Land Management

 12/3/90  
Commissioner Date  
Bureau of Reclamation

 12/3/90  
Director Date  
National Park Service

 12/3/90  
Director Date  
U.S. Fish and Wildlife Service

DEPARTMENT OF AGRICULTURE

F. Dale Robertson

12/3/90

Chief  
Forest Service

Date

DEPARTMENT OF DEFENSE

J. Edward Whiting

12/3/90

Acting Assistant Secretary of the Army  
(Civil Works)

Date

Donald V. ...

Dec 3, 1990

Assistant Secretary of the Air Force  
(Manpower, Reserve Affairs, Installations and Environment)

Date

Susan Hampton

3 December 1990

Assistant Secretary of the Army  
(Installation, Logistics, and Environment)

Date

Regina M. ...

3 December 1990

Assistant Secretary of the Navy  
(Installations and Environment)

Date

ORGANIZATIONS

Mr Rupert Lutter

12/3/90

President  
Defenders of Wildlife

Date

AMC Peterson

12/3/90

*Exec. Vice*

President  
International Association of Fish and Wildlife Agencies

Date

Jack Forey

12/3/90

Executive Director  
The Izaak Walton League of America Inc.

Date

Peter A A Bell

12/3/90

President  
National Audubon Society

Date

Douglas B. Bibly

12/3/90

President  
National Wildlife Federation

Date