

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL HISPANIC ENVIRONMENTAL COUNCIL  
AND  
THE UNITED STATES GEOLOGICAL SURVEY**

**PARTIES**

The parties to this Memorandum of Understanding (MOU) are the United States Geological Survey (USGS) and the National Hispanic Environmental Council (NHEC).

**I. PURPOSE**

The purpose of this MOU is to provide a cooperative and collaborative framework for the parties to establish and develop a partnership. The USGS and NHEC will promote environmental education initiatives in natural resources management and conservation to various Hispanic communities and other diverse groups. Also, the MOU promotes outreach efforts to Hispanic communities and organizations to explain the mission of the USGS and actively engage Hispanic participation in the USGS' work. This partnership encourages students and professionals to consider careers at the USGS and contributes to the fulfillment of the USGS and NHEC missions. The partnership will focus on promoting education, career, and professional attainment for students and other environmental professionals. It will improve efforts to recruit, select, and employ Hispanic Americans in the USGS.

**II. AUTHORITIES**

The authorities for entering into this MOU are Executive Order 12900, Educational Excellence for Hispanic Americans, dated February 22, 1994, and Executive Order 13171, Hispanic Employment in the Federal Government, dated October 12, 2000.

**III. STATEMENT OF MUTUAL INTEREST AND BENEFITS**

The mission of the USGS is to integrate science into a changing world, to more completely integrate the scientific research of our various disciplines while respecting the expertise from each discipline, to present a balanced view of issues involved, to produce high quality, objective, credible research and information, and to communicate our science far and wide. The mission reflects the Director's theme of *One Bureau, One Mission*. Therefore, "the USGS, a bureau of the Department of the Interior, provides reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy and mineral resources; and enhance and protect our quality of life."

The NHEC is a non-profit national organization that seeks to educate, unite, and empower communities on environmental and sustainable development issues; provides a national voice for Hispanics, and actively assists Hispanics to pursue careers, business opportunities, and public participation in the environmental arena. The NHEC operates programs that fulfill its mission which are compatible with the USGS' mission and programs.

By entering into this MOU, the USGS recognizes that all have common interests and responsibilities, which include:

Assisting in the development of scientific literacy and quality educational opportunities for current and future generations of Hispanic youth and other youths from diverse backgrounds; pursuing activities that will enable the USGS to make positive contributions to the Hispanic community.

#### **IV. OBJECTIVES and RESPONSIBILITIES**

The objectives of this MOU are to develop USGS programs and coordinate agency activities to increase targeted recruitment, selection, employment, and educational and outreach opportunities at the USGS for students and professionals associated with the National Hispanic Environmental Council. In accordance with the purpose of the MOU, the USGS will undertake the following programmatic efforts:

1. Provide information on environmental conservation, and natural resource issues and opportunities that affect the Hispanic community; provide information to the Hispanic community about employment, educational, volunteer, contracting, and other environmental-related opportunities;
2. Participate with the National Hispanic Environmental Council in support of conferences and other relevant NHEC events, such as the National Hispanic Sustainable Energy and Environmental Conference and the Minority Youth Environmental Training Institute, as presenters, sponsors, and recruiters, where and when resources are available.
3. Coordinate educational site visits to USGS facilities for NHEC members, Hispanic community leaders, and others.
4. Pursue outreach initiatives to the Hispanic community, through NHEC and other groups, that inform and educate Hispanics on the USGS mission and that actively encourage Hispanic participation in USGS activities and work;
5. Provide opportunities, where practicable, for NHEC-referred Hispanic leaders to provide input to USGS on relevant issues and policies. Such activities may include, but not be limited to, community task forces and advisory boards at the national, regional, and local levels.
6. Promote and disseminate this MOU to USGS national, regional, and local offices and employees so that awareness and participation in related efforts will be inclusive and top leadership will provide support and encouragement.

The Council will:

1. Provide a voice for Hispanics by serving as a national advocacy organization on a broad range of environmental and natural resource issues that affect the Hispanic community;
2. Promote and expand environmental educational opportunities for Hispanic youth and Hispanic communities as a whole.
3. Promote and expand greater professional development and advancement opportunities for Hispanic environmental professionals;
4. Promote and increase professional development and advancement opportunities

- for Hispanic businesses, particularly, small and disadvantaged businesses, in the areas of environmental and preservation services;
5. Work with the USGS as a link with Hispanic environmental professionals and leaders who will assist the USGS in understanding the various Hispanic communities' beliefs, opinions, and realities related to environmental policy;
  6. Serve as a central clearinghouse/repository for information on environmental issues and opportunities;
  7. Provide contacts with Hispanic-serving educational institutions which offer programs relating to natural resource management and cultural preservation;
  8. Foster communications among NHEC members and local chapters and USGS employees;
  9. Encourage potential job-seekers to consider USGS employment in environmental and natural resource management;
  10. Disseminate information to Hispanic students and environmental professionals concerning the mission and career opportunities of the USGS.

## **V. MUTUAL AGREEMENTS**

1. Specific work projects or activities involving the transfer of money, services, or property between the parties to this MOU will require execution of separate agreements or contracts. Each subsequent agreement or arrangement must comply with all applicable statutes and regulations, including those applicable to procurement activities and must be authorized independently by appropriate statutory authority.
2. This MOU in no way restricts the USGS from participating in similar activities or arrangements with other public/private agencies, organizations, or individuals. No member of or delegate to Congress shall be admitted to any share or part of the MOU, or any benefits that may arise there from, but this provision shall not be construed to extend this MOU if made with a corporation for its general benefit.
3. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements or contracts, made in writing by the representatives of the parties and shall be authorized independently by appropriate statutory authority.
5. In carrying out the terms of this agreement, there shall be no discrimination against any persons because of race, color, national origin, age, religion, sex, sexual orientation, or disability, in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987; and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination in Employment Act of 1975, and in accordance with the policies of the Department of the Interior and the U.S. Geological Survey which provide that no person shall, on the grounds of race, color, national origin, age, sex, religion, marital status, sexual orientation, or

disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of the Interior or any bureau thereof.

## **VI. IMPLEMENTATION**

Specific activities to be conducted under this MOU and the method of implementation will be determined on a case-by-case basis by the USGS and NHEC, in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, the agreements implementing specific activities shall be annexed to this MOU through coordination and mutual agreement between the Parties.

## **VII. FINANCIAL ARRANGEMENTS**

This MOU defines the general terms within which the USGS and NHEC will cooperate. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between USGS and NHEC will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

## **VIII. EFFECTIVE DATE**

This MOU becomes effective on the date of signature and shall remain in effect unless amended or extended at any time by mutual written agreement. Either party, upon 60- day written notice to the other, may terminate the MOU at any time.

## **SIGNATURES**

### **APPROVED:**

#### **Signature on File**

\_\_\_\_\_  
Dr. Charles G. Groat  
Director  
U.S. Geological Survey

10/29/03

\_\_\_\_\_  
Date

#### **Signature on File**

\_\_\_\_\_  
Roger Rivera  
President  
National Hispanic Environmental Council

10/29/03

\_\_\_\_\_  
Date