

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
BLUE RIDGE PARKWAY FOUNDATION
FOR
TRACK TRAIL PARTNERSHIP

SUBJECT: This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (USACE) and Blue Ridge Parkway Foundation, collectively referred to as the Parties.

1. Purpose: The purpose of this MOU is for collaboration on development of educational TRACK Trails at USACE Civil Works projects.

2. Background

a. USACE is the steward of 12 million acres of land and water resources, receiving approximately 260 million visits annually. Its Natural Resources Management mission is to manage and conserve those natural resources, consistent with ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations.

b. The Blue Ridge Parkway Foundation, a charitable, 501(c)(3) non-profit organization, operates a program called Kids in Parks. The mission of the Kids in Parks program is to work together with partners throughout the country to promote children's health and the health of America's parks and public lands by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world. Kids in Parks accomplishes its mission through the installation of TRACK Trails – a series of networked hiking trails that provide brochure-led, self-guided adventures designed to turn an ordinary hike into a fun-filled adventure.

c. Both USACE and the Blue Ridge Parkway Foundation's Kids in Parks program have worked successfully together on projects of mutual interest and value to the nation and want to continue and expand into a national partnership. In accordance with applicable laws, regulations, and Army policies, this MOU establishes a mutual intent of the Parties to continue this partnership based on the following:

(1) Shared commitments to the management of water resources consistent with the need for sustainable land use, recreation, development, public engagement, and conservation;

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(2) Shared commitments to the value of working in public and private partnerships, engaging communities and diverse stakeholders by identifying areas of need, and implementing TRACK Trail projects to engage families and promote children's health;

(3) Shared desire to provide expanded recreation opportunities and to exchange and disseminate conservation and environmental information related to USACE water resource development projects.

3. Authority: This MOU simply expresses the non-binding, mutual intent of the Parties to work cooperatively, when otherwise authorized by law, to accomplish the objectives referenced herein. This MOU, by itself, provides no legal authority for either Party to take any action referenced herein, nor does it bind either Party to take any such action. Prior to undertaking any action under this MOU, the Parties shall ensure that they are duly authorized under existing law to do so and shall thereafter ensure compliance with all applicable statutory, regulatory, and policy requirements.

4. Understanding of the Parties: Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and Blue Ridge Parkway Foundation policies:

a. USACE will strive to:

- (1) Notify its Division, District, and field offices of the establishment of this MOU.
- (2) Communicate all plans for the development of USACE TRACK Trails with Blue Ridge Parkway Foundation staff.
- (3) Schedule planning meetings with Blue Ridge Parkway Foundation staff during development.
- (4) Construct and install TRACK Trail trailhead kiosks at USACE projects.
- (5) Maintain the appearance of the USACE TRACK Trail trailheads.
- (6) Maintain USACE TRACK Trails.
- (7) Restock USACE TRACK Trails trailhead kiosks with brochures as needed.
- (8) Promote USACE TRACK Trails through various media outlets.

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(9) Provide photos, testimonials and other important information regarding USACE TRACK Trails to Blue Ridge Parkway Foundation.

(10) Advise Blue Ridge Parkway Foundation as to any managerial issues regarding USACE TRACK Trails trail.

(11) Coordinate grand opening celebrations.

(12) Purchase additional brochures for USACE TRACK Trails as needed, and as funding allows.

(13) Maintain communication with Blue Ridge Parkway Foundation staff for the duration of the collaboration.

(14) Seek ways to integrate TRACK Trails with community projects and activities.

(15) Utilize available funds for USACE TRACK Trails projects when feasible.

b. Blue Ridge Parkway Foundation will strive to:

(1) Notify its other partners of the establishment of this MOU.

(2) Design and fabricate trailhead signs.

(3) Furnish design/build schematics and provide technical assistance for trailhead kiosk construction.

(4) Develop and produce a series of self-guided brochures.

(5) Maintain USACE TRACK Trail locations on the Kids in Parks website.

(6) Track and review annual data collection of USACE TRACK Trails.

(7) Distribute incentives to qualifying Trail TRACKers (children who register) from USACE TRACK Trails.

(8) Provide assistance in writing and by applying for grants to further support trail efforts.

(9) Promote and market USACE TRACK Trails through various media outlets.

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(10) Provide technical assistance and training to help integrate the program into existing on-site programming.

(11) Provide assistance and consultation regarding grand opening events.

(12) Provide funds for TRACK Trail projects when feasible.

5. Personnel: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. General Provisions

a. Funding: This MOU is neither a fiscal nor funds obligation document. The MOU does not commit or authorize the expenditure of any funds. Any endeavor involving reimbursement or contribution of funds, services, or materials between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, 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. This MOU does not provide such authority.

b. Cooperation: This MOU is intended only to improve cooperation between USACE and Blue Ridge Parkway Foundation, and is not intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies, its officers, or any person.

c. Endorsement: Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of Kids in Park's products, services or policies.

d. Exclusivity: This MOU in no way restricts USACE or Blue Ridge Parkway Foundation from participating in similar activities or arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording either organization any preferential treatment, exclusive rights or privileges.

e. Trademarks and Promotion: USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. Blue Ridge Parkway Foundation will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to USACE's partnership, or the name or title of any employee of USACE in connections with this agreement.

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f. Modification of MOU: This MOU may only be modified by the written mutual agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date for progress in planning, implementing and evaluating the success of projects undertaken as a result of this MOU.

g. Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

h. Termination: This MOU may be terminated at will by either Party at any time upon providing 60 days advance notice in writing to the Points of Contact identified in Article VII of this Agreement, or to their successors as the case may be.

i. Transferability: This MOU is not transferable except with the written mutual consent of the Parties.

j. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

k. Severability: Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

l. Effective Date: This MOU takes effect beginning on the day after the last Party signs.

m. Expiration Date: This MOU expires 5 years from the date of last Party's signature.

7. Points of Contact: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon notice to the other Party.

For USACE:

a. Ms. Heather Burke, National Partnership Program Manager,
heather.d.burke@usace.army.mil, 503-808-4313

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b. Mr. Jeff Krause, Chief, Natural Resources Management HQUSACE,
jeff.krause@usace.army.mil, 202-761-1228

For Blue Ridge Parkway Foundation:

a. Mr. Jason Urroz, Program Director, jurroz@brpfoundation.org, 866-308-2773
x384

b. Ms. Carolyn Ward, CEO, Blue Ridge Parkway Foundation,
cward@brpfoundation.org, 866-308-2773 x385

The Parties hereto have executed this MOU as of the last date shown below.



Thomas P. Smith, P.E.
Chief, Operations and Regulatory Division
U.S. Army Corps of Engineers

Date: March 27 2019



Carolyn Ward, Ph.D.
Chief Executive Officer
Blue Ridge Parkway Foundation

Date: 4/3/19