

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
YMCA OF THE USA**

ARTICLE I - PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the National Council of Young Men's Christian Associations of the United States of America (YMCA), doing business as YMCA of the USA (Y-USA), collectively referred to as "the Parties". The purpose of this MOU is to express the non-binding intentions of the Parties to seek opportunities to cooperate in activities to advance awareness of educational and recreational opportunities for youth that relate to outdoor based activities.

ARTICLE II - BACKGROUND

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. Public safety is a top priority for USACE, which actively promotes safety and provides educational programs for all ages at on-site and off-site locations.

Y-USA is a 501(c)(3) nonprofit organization that is committed to strengthening community through youth development, healthy living, and social responsibility. The Y-USA and its chartered YMCA member associations put a focus on nurturing the potential of every child and teen, improving the nation's health and well-being, and providing opportunities to give back and support neighbors. The Y-USA engages 9 million youth and 13 million adults each year in 10,000 communities across the country. The Y-USA enables youth, adults, families, and communities to be healthy, confident, connected, and secure.

Both USACE and the Y-USA have worked successfully together on projects of mutual interest and value to the nation and want to expand that collaboration 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 welfare and safety of the public as it pertains to land and water-based recreation;

(2) Shared commitments to encourage collaboration and increase interaction between affiliates of both parties at the National and local levels to augment public safety and recreational efforts;

(3) Shared desire to provide a broad range of recreation opportunities and to exchange information, technology, and products that support public engagement in recreational activities and public safety, including water safety.

(4) Shared desire to promote stronger communities by partnering on programs, services, and initiatives focused on youth development, safe and healthy living, and social responsibility.

(5) Shared desire to coordinate efforts to bridge the growing disconnect between young people and the great outdoors by creating meaningful connections to nature through four pillars: play, learn, serve, and work.

(6) Shared desire to engage youth in science, technology, engineering, and math (STEM) activities that nurture their curiosity, inspire creativity, and teach them how to succeed.

ARTICLE III – AUTHORITY

The Parties shall only conduct activities contemplated in this MOU in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

ARTICLE IV – UNDERSTANDING OF THE PARTIES

Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and Y-USA policies:

USACE will strive to:

(1) Notify USACE field offices and personnel of the establishment of this MOU.

- (2) Encourage collaboration and increase interaction with Y-USA and the local YMCAs so all can work together regarding educational outreach, public recreational and volunteer opportunities, special event programs, and promotion of public safety including water safety.
- (3) Communicate, share, and develop information, technology, and products associated with outdoor recreation, public safety, healthy living, youth development, and social responsibility with the Y-USA.
- (4) Provide Y-USA with non-sensitive information related to USACE recreational sites and programs that may assist Y-USA in seeking support for Y-USA initiatives for outdoor recreation, STEM activities, and public safety educational outreach programs and products.

Y-USA will strive to:

- (1) Notify the local YMCAs of the establishment of this MOU.
- (2) Support and encourage, to the extent authorized by law, collaboration and increased interaction with the USACE at the National and local levels so both parties can work together regarding educational outreach, public recreational and volunteer opportunities, special event programs, and promotion of public safety including water safety.
- (3) Communicate, share, and develop information, technology, and products associated with outdoor recreation, public safety, healthy living, youth development, and social responsibility with the USACE.
- (4) Provide assistance in applying for grants to further support outdoor recreation, STEM activities, and public safety educational outreach programs and products.

ARTICLE V – NON-BINDING ARRANGEMENT

Nothing in this MOU shall be construed as obligating the Parties to perform any activity contemplated herein or expend any funding in support of this MOU.

ARTICLE VI – 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.

ARTICLE VII – GENERAL PROVISIONS

1. **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.

2. **Cooperation:** This MOU is intended only to improve cooperation between USACE and Y-USA, 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. The Y-USA is a federated structure. This MOU does not require a local YMCA or branch to enter into a collaboration or agreement with USACE.

3. **Endorsement:** Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of Y-USA's products, services or policies.

4. **Exclusivity:** This MOU in no way restricts USACE or Y-USA 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.

5. **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. Y-USA 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. USACE will not use and has obtained no ownership interests in the Y-USA or other Y-USA names, logos and/or trademarks. USACE will obtain the Y-USA's prior written approval to use Y-USA marks.

6. **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.

7. 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.

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

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

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

11. Severability: Nothing in this MOU is intended to conflict with current law, regulation, or USAGE 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.

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

13. Expiration Date: This MOU expires five (5) years from the date of last Party's signature.

ARTICLE VIII – KEY OFFICIALS

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 written notice to the other Party.

For USACE:

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

2. Pam Doty, National Water Safety Program Manager,
pamela.j.doty@usace.army.mil, 817-886-1727

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

For Y-USA:

1. Shawn Borzelleri, Senior Vice President Service Delivery, Program Development
and Innovation, shawn.borzelleri@ymca.net, 312-419-83552

2. Lindsay Mondick, Senior Manager Aquatics, lindsay.mondick@ymca.net,
312-917-4016

ARTICLE IX – AUTHORIZING SIGNATURES



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

Date: 25 February 2020



Kevin Washington
President and CEO
National Council of Young Men's
Christian Associations of the
United States of America, d/b/a
YMCA of the USA

Date: Jul 19, 2021