

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS  
AND  
BLUE RIDGE PARKWAY FOUNDATION  
FOR  
INTERACTIVE TRAILS PARTNERSHIP**

**ARTICLE I – PURPOSE AND SCOPE**

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the Blue Ridge Parkway Foundation, hereinafter referred to as “the parties.” The purpose of this MOU is to provide a framework for collaboration between the parties on development of educational trail systems at USACE Civil Works projects. The parties have worked successfully together on projects of mutual interest and value to the nation and want to continue and expand this national partnership.

Any procurement by USACE of Blue Ridge Parkway Foundation products or services is beyond the scope of this MOU and shall be conducted consistent with applicable procurement laws, regulations, and policies. This MOU is not an endorsement of Blue Ridge Parkway Foundation products or services and in no way suggests that USACE will procure any such products or services from the Blue Ridge Parkway Foundation or otherwise grant the Foundation preferential treatment when procuring goods or services for USACE trail systems.

**ARTICLE II – BACKGROUND**

USACE is the steward of 12 million acres of land and water resources, receiving approximately 270 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.

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.

### **ARTICLE III – OBJECTIVE**

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;
- 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 interactive trail projects to engage families and promote children's health;
- 3) Shared desire to provide expanded recreational opportunities and to exchange and disseminate conservation and environmental information related to USACE water resource development projects.

### **ARTICLE IV – 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:

USACE will strive to:

- 1) Notify its Division, District, and field offices of the establishment of this MOU.
- 2) Communicate plans for the development of interactive trail systems at USACE projects with Blue Ridge Parkway Foundation staff.
- 3) Construct and install interactive trail systems at USACE projects.
- 4) Maintain the appearance of trailheads.
- 5) Maintain USACE trails.
- 6) Promote USACE interactive trail systems through various media outlets.
- 7) Provide photos and testimonials regarding USACE interactive trail systems to the Blue Ridge Parkway Foundation.
- 8) Coordinate grand opening celebrations.

- 9) Maintain communication with Blue Ridge Parkway Foundation staff for the duration of the collaboration.
- 10) Seek ways to integrate interactive trail systems with community projects and activities.
- 11) Utilize available funds for USACE interactive trail systems when feasible.

Blue Ridge Parkway Foundation will strive to:

- 1) Notify its other partners of the establishment of this MOU.
- 2) Provide contributions to USACE under applicable USACE statutory authorities, including, but not limited to:
  - a. The design and fabrication of trailhead signs.
  - b. Furnishing design/build schematics and providing technical assistance for trailhead kiosk construction.
  - c. Developing and producing a series of self-guided brochures.
  - d. Maintaining USACE interactive trail system locations on the Kids in Parks website.
  - e. Tracking and reviewing annual data collection of USACE interactive trail systems.
  - f. Promoting USACE interactive trail systems through various media outlets.
  - g. Provide assistance and consultation regarding grand opening events.
  - h. Providing funds for interactive trail system projects when feasible.

#### **ARTICLE V – NON-BINDING AGREEMENT**

This MOU is a non-binding agreement that expresses mutual understandings of the parties and shall not under any circumstances be interpreted as an enforceable contract at law. In no event shall this MOU be enforced against the other party by any legal or equitable suit or action. Nothing in this MOU shall be construed as obligating USACE 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 but not limited to, pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

## **ARTICLE VII – GENERAL PROVISIONS**

- 1) 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) This MOU is intended only to improve cooperation between USACE and the 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, or against the Blue Ridge Parkway Foundation, its agents and assigns.
- 3) Nothing in this MOU shall be construed as affording the Blue Ridge Parkway Foundation any preferential treatment, exclusive rights, or privileges, or as obligating the Blue Ridge Parkway Foundation to any action not expressly set forth in this MOU.
- 4) 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 federal law, as well as USACE policy.
- 5) USACE and the Blue Ridge Parkway Foundation intend to explore the initiatives contemplated in this agreement in accordance with existing authorities. Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. 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 applicable.
- 6) This MOU in no way restricts the parties 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.

- 7) 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. The 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.
- 8) This MOU may 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.
- 9) Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the parties.
- 10) Either party may terminate this MOU for any reason by providing 30 days advance written notice to the other.
- 11) This MOU is not transferable except with the written mutual consent of the parties.
- 12) It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's subject matter.
- 13) This MOU takes effect beginning on the day after the last party signs and shall remain in effect for a period of nine (9) years from its effective date, unless earlier terminated by one of the parties as permitted herein.

## **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 notice to the other party.

For USACE:

Primary: Ms. Heather Burke, National Partnership Program Manager,  
[heather.d.burke@usace.army.mil](mailto:heather.d.burke@usace.army.mil), 503-808-4313

Secondary: Mr. Jeff Krause, Chief, Natural Resources Management HQUSACE,  
[jeff.krause@usace.army.mil](mailto:jeff.krause@usace.army.mil), 202-761-1228

For BLUE RIDGE PARKWAY FOUNDATION:

Primary: Mr. Jason Urroz, Program Director, [jurroz@brpfoundation.org](mailto:jurroz@brpfoundation.org), 866-308-2773 x384

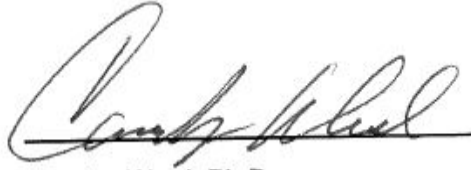
Secondary: Ms. Carolyn Ward, CEO, Blue Ridge Parkway Foundation, [cward@brpfoundation.org](mailto:cward@brpfoundation.org), 866-308-2773 x385

**ARTICLE IX– AUTHORIZING SIGNATURES**

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

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

Date: 5/20/24

Date: 5/22/24