

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
BOY SCOUTS OF AMERICA d/b/a SCOUTING AMERICA**

This Memorandum of Understanding (MOU) is entered into between the U.S. Army Corps of Engineers (USACE) and Boy Scouts of America d/b/a Scouting America (Scouting America), hereinafter referred to as “the parties.”

ARTICLE I – PURPOSE

The purpose of this MOU is to provide a framework for collaboration between USACE and Scouting America to promote educational, recreational, and environmental stewardship opportunities for youth at USACE Civil Works projects and/or other on-site and off-site locations. The aim is to cultivate leadership skills, confidence, and character in Scouts, encouraging a stewardship and volunteer ethic aligned with the missions of both parties.

ARTICLE II – BACKGROUND

USACE manages 12 million acres of land and water resources, attracting 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. 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.

Scouting America is a national non-profit organization that started in 1910, now consisting of more than 1 million youth members between the ages of 5 and 21, and 130 million alumni, which provides the nation’s foremost youth program of character development and values-based leadership training, which helps young people be “Prepared For Life.” Traditional Scouting programs are operated by local chartering organizations, such as religious institutions, clubs, civic associations, and educational organizations, which implement the Scouting program for youth within their communities. These units are led entirely by volunteers appointed by the chartering organization, who are supported by local councils using both volunteers and paid professional staff.

ARTICLE III – OBJECTIVE

In accordance with applicable laws, regulations, and Army policies, this MOU establishes a mutual intent of the parties to strive to continue this partnership based on the following:

- 1) Prioritizing public safety in land and water recreation.
- 2) Promoting collaboration at national and local levels to enhance public safety, education, and recreational engagement.
- 3) Expanding recreational offerings and sharing resources to support public engagement and safety.
- 4) Strengthening communities through programs on youth development, healthy living, and social responsibility.
- 5) Bridging the gap between youth and the outdoors through activities that encourage play, learning, service, and work.
- 6) Inspiring youth in science, technology, engineering, and math (STEM) through engaging activities.

ARTICLE IV – UNDERSTANDINGS

Each party, subject to resource availability and in accordance with applicable laws, regulations, Army policies, and Scouting America policies will strive to:

Joint efforts:

- 1) Facilitate connections between USACE staff, interns, and volunteers working in parks, programs, and offices and Scouting staff, councils, units, and members.
- 2) As appropriate, make other arrangements, including cooperative agreements, special park use permits, and targeted workforce partnership to further shared goals.

USACE will strive to:

- 1) Notify USACE field offices and personnel of the establishment of this MOU.
- 2) Encourage collaboration with Scouting America for educational

outreach, recreational and volunteer opportunities, and public safety programs.

- 3) Communicate, share, and develop information, technology, and products associated with outdoor recreation, public safety, healthy living, youth development, and social responsibility with Scouting America.
- 4) Provide subject-matter expertise to Scouting America to inform the development of national programming.
- 5) Support the Scouting America National Jamboree.

Scouting America will strive to:

- 1) Educate and inform Scouting America councils about opportunities to engage with USACE; visit lake and river project sites; and participate in programs and initiatives.
- 2) Provide information to Scouting America councils about the scope and variety of opportunities to engage with lake and river projects.
- 3) Inform Scouting America councils about volunteer opportunities with the USACE for service hours and highest award projects.

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 Scouting America 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 Scouting America, its agents and assigns.
- 3) Nothing in this MOU shall be construed as affording Scouting America any preferential treatment, exclusive rights, or privileges, or as obligating Scouting America to any action not expressly set forth in this MOU.
- 4) In carrying out the terms of this agreement there shall be no unlawful 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 Scouting America 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. Scouting America 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 five years from 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 ten (10) 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, 678-972-3824

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

For Scouting America:

Primary: Brian R Gray, Director of Conservation, Scouting America,
Brian.Gray@scouting.org, 972-580-2288

Secondary: Ron Timmons, Director, Council Services, Scouting America,
Ronald.timmons@scouting.org, 972-580-2491

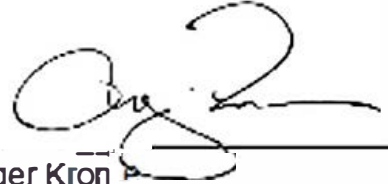
ARTICLE IX– AUTHORIZING SIGNATURES

HILL.STEPHEN.LAW
RENCE.1017958751

Digitally signed by
HILL.STEPHEN.LAWRENCE.101795
8751
Date: 2025.02.27 19:54:59 -05'00'

Stephen L. Hill, PMP, SES
Director, Operations and Regulatory Programs
U.S. Army Corps of Engineers

Date: 27 Feb 2025



Roger Kron
Chief Scout Executive
Scouting America

Date: April 23, 2025