

**MEMORANDUM OF UNDERSTANDING
for the
APPALACHIAN NATIONAL SCENIC TRAIL
in the
COMMONWEALTH OF VIRGINIA**

I. BACKGROUND and OBJECTIVES

The Appalachian Trail is a way, continuous from Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. The Appalachian Trail was completed in 1937 and, with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended], was designated a National Scenic Trail. By law, overall responsibility for administration of the Appalachian Trail rests with the Secretary of the Interior and is carried out by the National Park Service (NPS). Following provisions in the National Trails System Act, in 1984, the NPS and the Appalachian Trail Conservancy (ATC) signed a landmark Delegation Agreement under which the NPS delegated certain management responsibilities to the ATC for NPS-acquired lands outside existing National Park boundaries.

The NPS completed a “Comprehensive Plan” for the Appalachian Trail in 1981, which established the framework of a “Cooperative Management System,” a unique partnership arrangement between public and private groups. The “Comprehensive Plan” is supplemented by local management plans, which provide more specific policy and program direction for each section of the Appalachian Trail, and memoranda of understanding, which provide clear understandings of the roles and responsibilities of each “management partner.” Through these various agreements on Trail management needs, responsibilities are divided among volunteer organizations and governmental agencies. Together, these documents and agreements formalize and strengthen the traditional volunteer-based system of Trail stewardship.

Ensuring the cooperative protection and management of the Appalachian Trail through the implementation of the National Park Service Comprehensive Plan is the objective of this agreement.

II. PURPOSE

This Memorandum of Understanding supersedes prior agreements between the National Park Service and the Commonwealth of Virginia for the Appalachian Trail and serves to describe specific understandings and working relationships among the “Trail Partners” within the Commonwealth. These “Trail Partners” and the Parties to this Agreement are:

1. U.S. Department of the Interior, National Park Service, Appalachian Trail Park Office (NPS)
2. U.S. Department of Agriculture, Forest Service (USFS)
3. Virginia Department of Conservation and Recreation (DC&R)
4. Virginia Department of Game and Inland Fisheries (DGIF)
5. Virginia Department of Transportation (VDOT)
6. Virginia Department of State Police (VDSP)
7. Virginia Department of Forestry (DOF)
8. Appalachian Trail Conservancy (ATC)
9. Potomac Appalachian Trail Club (PATC)
10. Old Dominion Appalachian Trail Club (ODATC)
11. Tidewater Appalachian Trail Club (TATC)
12. Natural Bridge Appalachian Trail Club (NBATC)
13. Roanoke Appalachian Trail Club (RATC)
14. Outdoor Club at Virginia Tech (OCVT)
15. Piedmont Appalachian Trail Hikers (PATH)
16. Mount Rogers Appalachian Trail Club (MRATC)
17. Tennessee Eastman Hiking and Canoeing Club (TEHCC)

The above listed Partners in this Memorandum formally agree hereby to work together cooperatively in the administration and management of the Appalachian Trail in the Commonwealth of Virginia.

III. AUTHORITY

This Memorandum of Understanding is authorized under following laws:

1. National Trails System Act: 82 Stat. 919; 16 U.S.C. 1241
2. Code of Virginia of 1950: Section 10.1-203, as amended
3. Chapter 477, Virginia Acts of Assembly, April 7, 1942

IV. EXCLUSIONS

1. This Memorandum of Understanding does not change:

- 1.1 Any jurisdictional relationships between the National Park Service or any other Federal agency and the Commonwealth of Virginia, nor

- 1.2. Any established relationships between Virginia State agencies or political subdivisions, nor
- 1.3. Any existing agreements, relationships, or jurisdictions between any State agencies and any other units of the National Park System, U.S. Fish and Wildlife Service, or any other agencies of the Federal Government.
2. This Memorandum of Understanding does not limit any Federal or State agency in respect to the exercise of its legislated mandates, prerogatives, privileges, management options, or authorities.
3. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.

V. CONFLICT RESOLUTION

The resolution of disputes or disagreements which may arise between Parties to this Memorandum of Understanding will be handled in the following fashion:

1. Negotiations will be held at the local (field) level between affected Parties. The Parties intend to exhaust all practical means of conflict resolution at the local level before resorting to any further appeals process. Failing satisfactory resolution by negotiations at the local (field) level;
2. The issue may ultimately be handled through established agency and/or judicial review and appeals procedures.

VI. STATEMENT OF WORK (Responsibilities of each Partner)

A. The National Park Service, Appalachian Trail Park Office

Agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian Trail as directed by Congress, with an emphasis toward achieving Trailwide consistency of management operations, development and maintenance standards, and conformance with applicable laws, regulations, and policies.
2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail that are not delegated to other parties.
3. That on National Park Service-acquired lands, these non-delegated responsibilities include, but are not limited to: enforcement of applicable portions of Federal Statutory law and the Code of Federal Regulations, surveying and marking the exterior corridor boundaries, authorizing or undertaking all research and resource management planning, Federally owned structures management, and compliance with the National Environmental Policy Act. *[Note: Some NPS-ANST acquired lands in Virginia have been or are intended to be administratively transferred to the USDA Forest Service George Washington /Jefferson National Forests. Upon their transfer, these lands are administered and managed by the George Washington /Jefferson National Forests in accordance with Forest Service regulations and policies.]*
4. To provide oversight review of all “Local Management Plans” and the “Virginia Statewide A.T. Management Plan” for compliance with National Park Service policies and standards.
5. To provide, to the extent feasible, technical assistance for capital improvements, such as parking areas, shelters, footbridges, signage, and other management needs associated with the development, administration, and maintenance of the Trail and associated facilities, as appropriate.
6. To provide support, as funds and staffing permit, for programs to engage youth and get young people out on the Trail, to build new relationships with communities near the Trail encouraging sustainable tourism and healthful activities by Virginia residents, and to improve environmental stewardship.
7. To serve as the primary central contact point for all notification provisions of this Memorandum of Understanding.

8. The primary National Park Service contacts for this Memorandum are:

Park Manager
Appalachian National Scenic Trail
National Park Service
P.O. Box 5
(Deliveries: 252 McDowell Street)
Harpers Ferry, WV 25425
Telephone: 304-535-6278
Fax: 304-535-6270

—or—

Chief Ranger
Appalachian National Scenic Trail
National Park Service
P.O. Box 50
(Deliveries: 252 McDowell Street)
Harpers Ferry, WV 25425
Telephone: 304-535-6278
Fax: 304-535-6270

National Park Service 24-hour Emergency Dispatch Service at
Shenandoah National Park, Luray, Virginia: 1-800-732-0911

B. The Forest Service, George Washington and Jefferson National Forests

Agrees:

1. To provide coordination and oversight of the Appalachian Trail as described in the NPS: USFS Administrative Transfer in the Memorandum of Agreement for the management of the ANST, January 1993 (Control No. 84-SIE-002; NPS No. IA-ASFW-4-8001). Additional direction is provided in the George Washington National Forest Land and Resources Management Plan and the Jefferson National Forest Land and Resources Management Plan, and other MOA and MOU agreements.
2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail on national forest system lands and USFS-managed lands in Virginia that are not administratively assigned to other government agencies.
3. That on Appalachian National Scenic Trail-related lands, these non-delegated and non-assigned responsibilities include, but are not limited to, administration of Forest Service regulations and policies, authorizing or undertaking all research, resource management planning, and compliance with the National Environmental Policy Act, and performance of other administrative and managerial functions normally associated with national forest system lands administration and management.
4. To provide oversight review of updates and revisions to local management plans developed by Trail-maintaining clubs for compliance with policies and standards.
5. To contact and consult with the other Trail Partners on significant matters regarding the Appalachian Trail in Virginia, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through scheduled meetings among the Partners, but may also include communications through fax, phone, and email.
6. To provide, to the extent feasible, technical assistance for capital improvements, such as parking areas, shelters, footbridges, signage, and other management needs associated with the development, administration, and maintenance of the Trail and associated facilities on federal lands, as appropriate.
8. The primary USDA Forest Service contact for this Memorandum is:

Forest Supervisor
George Washington and Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, VA 24019
Telephone: 540-265-5118 Fax: 540-265-5110

Alternate contacts:

Deputy Forest Supervisor
George Washington and Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, VA 24019
Telephone: 540-265-5118
Fax: 540-265-5110

—or—

Recreation Staff Officer
George Washington and Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, VA 24019
Telephone: 540-265-5100
Fax: 540-265-5109

C. The Virginia Department of Conservation and Recreation

Agrees:

1. To serve, in accordance with Section 10.1-203 of the Code of Virginia, as the lead State agency and primary point of contact for matters pertaining to the establishment, protection, and maintenance of the Appalachian Trail in Virginia. The Department will serve as liaison between the Appalachian Trail Conservancy and other State agencies on matters not covered in this agreement.
2. To delegate maintenance, development, operations, and corridor monitoring responsibilities for the Virginia section of the Appalachian Trail to the Appalachian Trail Conservancy.
3. To cooperate with the local Trail clubs and the Appalachian Trail Conservancy in preparing and updating the “Local Management Plans” and the “Virginia Statewide A.T. Management Plan” to refine and implement State, Federal, and Appalachian Trail Conservancy policies and procedures.
4. To apply and enforce applicable Virginia State laws on Department-owned lands in order to ensure consistent rules and regulations for public use.
5. To be responsible for coordinating law enforcement, fire control, search and rescue, and other emergency activities on Department-owned lands under established State policies and procedures.
6. When necessary, to inform appropriate State, county, and local authorities, officials, commissions, and/or agencies, private utilities, and other necessary parties about the location of and development constraints on Appalachian Trail lands and of the role and planning function of the Appalachian Trail Conservancy and the local Trail clubs.
7. To support, to the extent feasible, cooperative programs intended to identify and provide additional protection to natural, scenic, and cultural resources of significance adjacent to the Appalachian Trail. These programs may include acquisition or purchase of lands or conservation easements, designations to the Natural Areas Preserve System or Register of Natural Areas, designation to the State or National Register of Historic Places, and employing forestry management practices to enhance recreation and aesthetic values.
8. To coordinate with ATC and local Trail clubs in providing Appalachian Trail public education programs by assisting as a liaison with State and local tourism agencies, chambers of commerce, the media, and other groups.

9. The primary Department of Conservation and Recreation contacts for this Memorandum are:

Director
Department of Conservation and Recreation
203 Governor Street
Suite 302
Richmond, VA 23219
Telephone: 804-786-2123
Fax: 804-786-6141

—or—

Director, Division of Planning and Recreation Resources
203 Governor Street
Suite 326
Richmond, VA 23219
Telephone: 804-786-5046
Fax: 804-371-7899

D. The Virginia Department of Game and Inland Fisheries

Agrees:

1. To accommodate the Appalachian Trail on Department-owned lands in accordance with the license agreement with the Virginia Department of Conservation and Recreation. The operations, development, maintenance, and monitoring responsibilities for the Virginia section of the Appalachian Trail are hereby delegated to the Appalachian Trail Conservancy.
2. To cooperate to the extent feasible with the local Trail clubs in preparing and updating the “Local Management Plans” and the “Virginia Statewide A.T. Management Plan” in matters pertaining to Department lands, programs, and regulations.
3. To apply and enforce applicable Virginia Department of Game and Inland Fisheries Rules and Regulations on the designated Appalachian Trail corridor located on or within Virginia Department of Game and Inland Fisheries lands in order to ensure consistent rules and regulations for public use.
4. To be responsible for coordinating law enforcement, fire control, search and rescue, and other emergency activities on Department-owned lands under established State policies and procedures.
5. To inform appropriate State, County, and local authorities, officials, commissions, and/or agencies, private utilities, and other necessary parties about the location of and development constraints on Appalachian Trail lands and of the role and planning function of the Appalachian Trail Conservancy and the local Trail clubs.
6. To support, to the extent feasible, cooperative programs intended to identify and provide additional protection to natural, scenic, and cultural resources of significance adjacent to the Appalachian Trail. These programs may include acquisition or purchase of lands or conservation easements, designations to the Natural Areas Preserve System or Register of Natural Areas, designation to the State or National Register of Historic Places, and employing forestry management practices to enhance recreation and aesthetic values.
7. To coordinate with ATC and local Trail clubs in providing Appalachian Trail public education programs by assisting as a liaison with State and local tourism agencies, chambers of commerce, the media, and other groups.

8. The primary Department of Game and Inland Fisheries contacts for this Memorandum are:

Director
Department of Game and Inland Fisheries
4010 W. Broad Street
Box 11104
Richmond, VA 23230
Telephone: 804-367-9369
Fax: 804-367-0405

—or—

Assistant Director, Wildlife Division
Virginia Department of Game and Inland Fisheries
4010 W. Broad Street
Box 11104
Richmond, VA 23230
Telephone: 804-367-9369
Fax: 804-367-0262

E. The Virginia Department of Forestry

Agrees:

1. To serve, in accordance with Section 10.1-1105 of the Code of Virginia, as the lead State agency and primary point of contact for matters pertaining to wildland fire protection and control on Appalachian Trail lands outside of the boundaries of established Federally administered areas. The Partners to this agreement recognize that the Virginia Department of Forestry is precluded by law from fighting fire on Federal lands without reimbursement, except to the extent that a fire is a threat to adjacent private lands in the Commonwealth of Virginia.
2. To serve as the first point of contact and lead agency for the management of wildland fire protection and control on Appalachian Trail lands outside of the boundaries of established federally administered areas, and areas covered by the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed in March 2009 with other federal agencies to coordinate these fire protection and control activities by receiving initial or preliminary reports; notifying appropriate agencies having primary jurisdiction; providing liaison as necessary with and between various involved agencies and jurisdictions; and activating and coordinating the suppression, control, and evaluation of wildland fire events affecting the Appalachian Trail.
3. The primary Virginia Department of Forestry contacts for this Memorandum are:

State Forester
Virginia Department of Forestry
900 Natural Resources Drive, Suite 900
Charlottesville, VA 22903
Telephone: 804-977-6555
Fax: 804-296-2369

—or—

Chief, Fire Management
Virginia Department of Forestry
900 Natural Resources Drive, Suite 900
Charlottesville, VA 22903
Telephone: 804-977-6555
Fax: 804-296-2369

F. The Virginia Department of Transportation

Agrees:

1. To inform the Virginia Department of Conservation and Recreation as early as practical in the development of a project using the Environmental Review Process of any highway construction or maintenance reconstruction plans or activities which cross the primary zone of the Appalachian Trail.
2. To provide safe, convenient, and prudent highway crossings for Appalachian Trail hikers wherever Virginia State highways are crossed by the Appalachian Trail.
3. To utilize existing policies and procedures for issuing news releases and media alerts regarding transportation-related emergencies and safety considerations of which Appalachian Trail hikers should be aware.
4. To design, procure, install, and maintain safety and informational signs, where feasible and as funding permits, to protect Appalachian Trail hikers. To inform motorists of Appalachian Trail highway crossings, parking areas, and other highway-associated Appalachian Trail facilities at all road crossings within Virginia Department of Transportation rights-of-way.
5. To continue the Virginia Department of Transportation's practice of including an accurate, updated depiction of the Virginia section of the Appalachian Trail and other Appalachian Trail-related information in all revisions to the official State Transportation Map and the Map of Scenic Roads in Virginia.
6. The primary Virginia Department of Transportation contacts for this Memorandum are:

District Environmental Programs Manager
Virginia Department of Transportation
1201 East Broad Street
Richmond, VA 23219
Telephone: 804-225-3608
Fax: 804-786-7401

—or—

State L&D Engineer
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Telephone: 804-786-2507
Fax: 804-786-2940

G. The Virginia Department of State Police

Agrees:

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands in the Commonwealth of Virginia, at the request of the National Park Service, the Virginia Department of Conservation and Recreation, or other entities in this agreement. If appropriate, the request may be forwarded to another Virginia State, County, or local law-enforcement agency.
2. To provide law enforcement and police services, including the investigation and prosecution of any terrorist act occurring on Appalachian Trail lands in the Commonwealth of Virginia, at the request of the National Park Service, the Virginia Department of Conservation and Recreation, or other entities in this agreement. If necessary, assistance may be requested from other Virginia State, County, or local law-enforcement agencies.
3. To provide search and rescue services, emergency evacuation and recovery services, and coordination for all search and rescue operations on Appalachian Trail lands in the Commonwealth of Virginia, in cooperation with the Virginia Department of Emergency Management, at the request of the National Park Service, the Virginia Department of Conservation and Recreation, or other entities in this agreement. If appropriate, the request may be forwarded to another Virginia State, County, or local agency.
4. To provide emergency management, in cooperation with the Virginia Department of Emergency Management, including the management of natural or man-caused disasters and/or threats thereof, including hazardous materials incidents, or any other emergency situations on Appalachian Trail lands in the Commonwealth of Virginia, at the request of the National Park Service, the Virginia Department of Conservation and Recreation, or other entities in this agreement. If appropriate, the request may be forwarded to another Virginia State, County, or local agency.
5. To serve as the first point of contact and initial lead agency for the management of all emergencies occurring on the Appalachian Trail in Virginia outside of other established units of the National Park System and National Forest System, and to coordinate these police services on Appalachian Trail lands within the Commonwealth by:
 - 5.1. Receiving initial or preliminary reports of crimes, searches and rescues, and other needed police services from citizens, other police jurisdictions, the Appalachian Trail Conservancy, or the National Park Service, then,
 - 5.2. Providing the requested service or forwarding the request to another Virginia State, County, or local agency if they are better able to provide the necessary services. The Virginia Department of State Police will provide liaison as necessary with and between the various involved agencies and jurisdictions.

6. The primary Virginia Department of State Police contact for this Memorandum is:

Deputy Director of the Bureau of Field Operations
Virginia Department of State Police
P.O. Box 27472
Richmond, VA 23261-7472
Telephone: 804-674-2014
Fax: 804-674-2132

H. The Appalachian Trail Conservancy

Agrees:

1. To accept the Virginia agencies' delegation of management responsibility for ensuring that the Appalachian Trail is managed satisfactorily, according to the Appalachian Trail Conservancy's policies and Trail standards.
2. To serve as guarantor to the Virginia Department of Conservation and Recreation and the Virginia Department of Game and Inland Fisheries for adequate management of the Appalachian Trail on State-administered lands.
3. To ensure that the Appalachian Trail on these State lands is managed in conformance with the statutory provisions of Virginia laws and regulations.
4. To reassign responsibility for operations, development, and maintenance of the Appalachian Trail in the Commonwealth of Virginia to the local Trail clubs.
5. To serve in an advisory role to the local Trail clubs and, as necessary, to provide backup support to the local Trail clubs in carrying out day-to-day operational responsibilities for the Appalachian Trail.
6. To provide technical assistance to the local Trail clubs in the preparation of "Local Management Plans."
7. To provide oversight review and approval of "Local Management Plans" and the statewide "Virginia Appalachian Trail Management Plan" to ensure conformance with Appalachian Trail Conservancy policies.
8. To assist the local Trail clubs with the implementation of the operational aspects of the "Local Management Plans."
9. To the extent authorized by the Appalachian Trail Conservancy Board, to provide technical and financial assistance to the local Trail clubs in the development and maintenance of the Appalachian Trail, for public information and education, and for monitoring and management of State-administered or National Park Service-acquired Appalachian Trail lands in Virginia.

10. The primary Appalachian Trail Conservancy contacts for this Memorandum are:

Executive Director or Chief Operating Officer
Appalachian Trail Conservancy
P.O. Box 807
799 Washington Street
Harpers Ferry, WV 25425
Telephone: 304-535-6331
Fax: 304-535-2667

Alternate contacts are:

Director of Conservation
Appalachian Trail Conservancy
110 Southpark Drive
P.O. Box 174
Blacksburg, VA 24063
Telephone: 540-953-3571
Fax: 540-552-4376

Mid-Atlantic Regional Director
Appalachian Trail Conservancy
4 East First Street
P.O. Box 625
Boiling Springs, PA 17007
Telephone: 717-258-5771
Fax: 717-258-1442

I. The Potomac Appalachian Trail Club
The Old Dominion Appalachian Trail Club
The Tidewater Appalachian Trail Club
The Natural Bridge Appalachian Trail Club
The Roanoke Appalachian Trail Club
The Outdoor Club at Virginia Tech
The Piedmont Appalachian Trail Hikers
The Mount Rogers Appalachian Trail Club
The Tennessee Eastman Hiking and Canoeing Club

Agree:

1. To continue their long-standing roles as the Trail organizations assigned responsibility by the Appalachian Trail Conservancy for the Appalachian Trail in Virginia.
2. To accept delegated day-to-day operational responsibilities and privileges associated with maintaining, operating, developing, and monitoring the Appalachian Trail in Virginia.
3. To operate, develop, monitor, and maintain the Appalachian Trail and its associated facilities in the Commonwealth of Virginia.
4. To recruit and organize volunteer member/workers.
5. To develop and present Trail education programs.
6. To prepare a “Local Management Plan” for their assigned section(s) of the Appalachian Trail and keep it updated via a scheduled review process.
7. To adequately monitor and cooperatively manage assigned Appalachian Trail corridor lands, including any lands administered by the Virginia Department of Conservation and Recreation and the Virginia Department of Game and Inland Fisheries and all lands acquired by the National Park Service for the Appalachian Trail in Virginia.
8. To plan and install necessary hikers’ facilities along the Appalachian Trail in consultation with and subject to the approval of the responsible agency partner.
9. To develop an “annual work plan,” in close consultation with appropriate agency partners, to establish objectives to be met during the Trail club’s work year and the means to be employed to reach them.

J. The Land Managing Partners

(NPS, USFS, DC&R, DGIF, ATC, and the Virginia Trail Clubs)

Agree:

1. That the legislated authority of each individual land managing agency to manage, regulate, operate, develop, use, control, and protect all lands under its jurisdiction shall continue to be the controlling authority, subject to normal agency and judicial appeal and review processes.
2. To provide, to the extent feasible, technical and financial assistance for capital improvements, such as parking areas, shelters, foot bridges, and other management needs associated with the development, administration, and maintenance of the Trail and related resources.
3. To promote, to the extent feasible, public awareness of the Appalachian Trail and assist in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian Trail.
4. To notify each other expeditiously of major or controversial incidents occurring within each Trail partner's respective jurisdictions or areas of responsibility.
5. To include emergency management planning in each "Local Management Plan."
6. To establish within legal limits an "Appalachian Trail Corridor" surrounding the Appalachian Trail footpath to preserve and enhance the Appalachian Trail experience across all lands included in the Trail corridor, consisting of:
 - 6.1. A "Primary Zone," which shall extend 200 feet on each side of the footpath (400 feet total width) on State lands and which shall include all lands specifically acquired by the NPS and the State for the protection of the Appalachian Trail.
 - 6.1.1. Within this "Primary Zone," structures, new roads, and forest management practices are generally considered incompatible with Appalachian Trail values and will not be constructed or undertaken prior to consultation taking place between the appropriate Trail partners, as provided for in the local management planning process. The Appalachian Trail will be the "primary feature" for which this zone is managed.
 - 6.1.2. On lands acquired specifically for the protection of the Appalachian Trail, the "Primary Zone" shall include all lands so acquired, with no width or length restriction. The Appalachian Trail will be the primary feature for which these lands are managed and Trail use, protection, and enhancement will take precedence over other management priorities on these lands.

- 6.2. A “Visual Consultation Zone” or secondary zone extending beyond the 400-foot primary zone and including such additional lands within one-half mile of the Appalachian Trail as can be seen from the Appalachian Trail footpath during “leaf-off” seasons.
 - 6.2.1. The extent of this “Visual Consultation Zone” will be determined by cooperatively identifying and field-mapping significant and scenic resources during the local management planning process.
 - 6.2.2. Within the “Visual Consultation Zone,” all parties shall identify, discuss, and coordinate, on a case-by-case basis, proposed uses within the Zone, and on such additional lands as may be appropriate.
 - 6.2.3. Appropriate uses and mitigation measures for high visibility/audibility projects that are proposed within the “Visual Consultation Zone” will be addressed through consultation among the appropriate Trail partners.
- 6.3. These “Zones” would make the Appalachian Trail corridor a minimum of 400-feet-wide and a maximum of one-mile-wide in open, non-forested terrain.
7. To cooperate in identifying and mapping the Primary and Visual Consultation Zones, to coordinate actions and/or responses to actions within these Zones, and to provide, where feasible, additional protection to sensitive resources identified within these Zones.
8. To meet as necessary to develop annual work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail.

K. All Parties

Agree:

1. To inform the National Park Service Appalachian Trail Park Office immediately (or within 24 hours) of any major emergency or controversial event occurring on Appalachian Trail corridor lands. The National Park Service will communicate this information to other Trail Partners as appropriate.
2. To meet as necessary to review the terms of the agreement, review each partner's contributions to management of the Appalachian Trail, and review any and all other matters pertaining to the Appalachian Trail within the Commonwealth of Virginia that may be of concern to any party to this agreement.
3. To promptly inform other appropriate partners of all proposals for change that may impact the Appalachian Trail.
4. To promote public awareness of the Appalachian Trail as opportunities arise and to assist, where appropriate and feasible, in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian Trail.

VII. TERM OF AGREEMENT

This Memorandum of Understanding will be effective and remain in force for a period of ten (10) years from the date of signing by all Parties. At least six (6) months prior to its expiration, all Parties will review this Memorandum and determine if it should be renewed, modified, or terminated.

VIII. TERMINATION

This Memorandum of Understanding may be terminated by any of the Parties by providing sixty (60) days written notice to the others. In the event one or more Parties terminate their participation, it shall remain in effect as to all other Parties, unless they subsequently terminate participation.

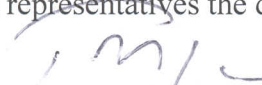
IX. MODIFICATION

This Memorandum of Understanding may be modified or amended in whole or in part, at any time, by the mutual written consent of the designated representatives of the signatories hereto. Modifications may be proposed by any Party in writing to the others, but normally will be presented to the other Parties prior to their renewal meeting and will be considered for adoption at that meeting.

X. REQUIRED CLAUSES

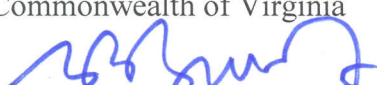
1. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Federal participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
2. No Member or Delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. This Agreement and the obligations of the Parties hereunder shall be subject to the availability of funding, and nothing contained herein shall be construed as binding the Parties to expend in any one fiscal year any sum in excess of appropriations made by Congress or the Virginia Legislature and administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Parties hereto in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives the date indicated below.



Timothy M. Kaine, Governor
Commonwealth of Virginia

12/29/09
Date



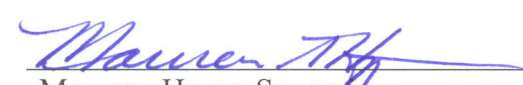
L. Preston Bryant, Jr.
Secretary of Natural Resources
Commonwealth of Virginia

12/30/09
Date



Pamela Underhill, Park Manager
Appalachian Trail Park Office
National Park Service, U. S. Department of the Interior

1/14/2010
Date



Maureen Hyzer, Supervisor
George Washington and Jefferson National Forests
Forest Service, U.S. Department of Agriculture

01/09/10
Date



Joseph H. Maroon, Director
Virginia Department of Conservation and Recreation

December 8, 2009
Date




Robert W. Duncan, Director
Virginia Department of Game and Inland Fisheries

12-11-2009
Date



Carl E. Garrison, State Forester
Virginia Department of Forestry

12-16-2009
Date



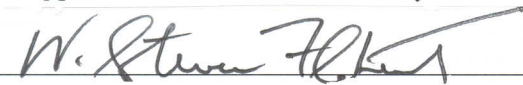
David S. Ekern, Commissioner
Virginia Department of Transportation

12/17/2009
Date



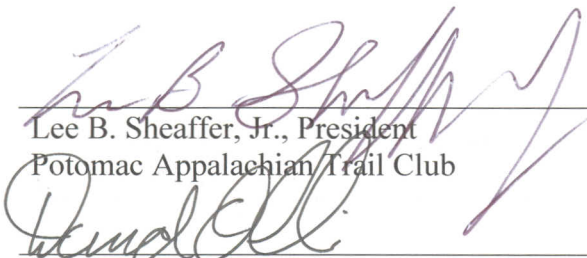
Steve Paradis, Chief Operating Officer
Appalachian Trail Conservancy

14 Jan 2010
Date



Col. W. Steven Flaherty, Superintendent
Virginia Department of State Police

12/17/09
Date



Lee B. Sheaffer, Jr., President
Potomac Appalachian Trail Club

Date

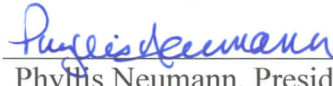
12/14/2009



David Olli, President
Old Dominion Appalachian Trail Club

Date

11/30/09



Phyllis Neumann, President
Tidewater Appalachian Trail Club

Date

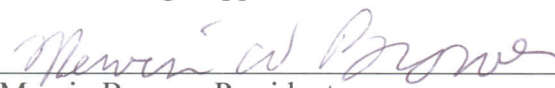
11/3/09



Norman Sykora, President
Natural Bridge Appalachian Trail Club

Date

10/17/09



Mervin Brower, President
Roanoke Appalachian Trail Club

Date

10/17/09

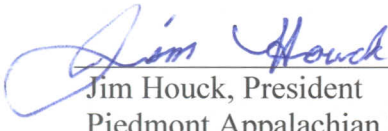


Brian Meadowcroft, President
Outdoor Club at Virginia Tech

Date

08 DEC 09

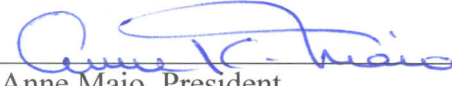
DIEGO TROYA,
FACULTY ADVISOR



Jim Houck, President
Piedmont Appalachian Trail Hikers

Date

10/17/09



Anne Maio, President
Mount Rogers Appalachian Trail Club

Date

10/17/09



Jake Mitchell, Chair
Tennessee Eastman Hiking and Canoeing Club

Date

12/16/09

The authority and format of this instrument has been reviewed and approved for signature.

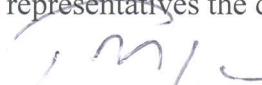
/s/

DATE:

ROBIN STIDHAM

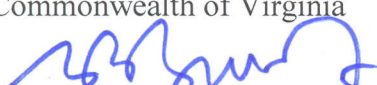
FS Grants & Agreement Specialist

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives the date indicated below.



Timothy M. Kaine, Governor
Commonwealth of Virginia

12/29/09
Date



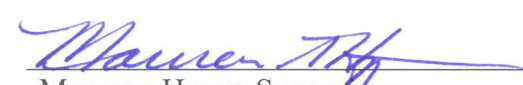
L. Preston Bryant, Jr.
Secretary of Natural Resources
Commonwealth of Virginia

12/30/09
Date



Pamela Underhill, Park Manager
Appalachian Trail Park Office
National Park Service, U. S. Department of the Interior

1/14/2010
Date



Maureen Hyzer, Supervisor
George Washington and Jefferson National Forests
Forest Service, U.S. Department of Agriculture

01/09/10
Date



Joseph H. Maroon, Director
Virginia Department of Conservation and Recreation

December 8, 2009
Date




Robert W. Duncan, Director
Virginia Department of Game and Inland Fisheries

12-11-2009
Date




Carl E. Garrison, State Forester
Virginia Department of Forestry

12-16-2009
Date



David S. Ekern, Commissioner
Virginia Department of Transportation

12/17/2009
Date



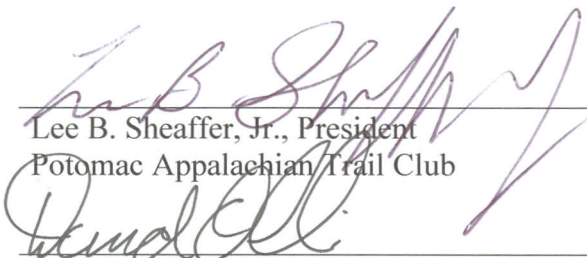
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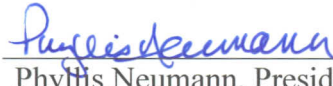
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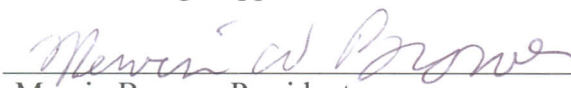
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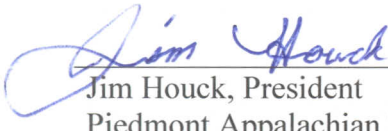


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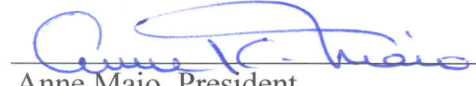
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