



*Memorandum of Understanding  
Between  
Virginia Department of Conservation and Recreation  
&  
The National Park Service*

**I. Background**

WHEREAS, the Chesapeake Bay is an internationally recognized resource of outstanding significance and the United States has entered into a partnership with states, the District of Columbia and others to conserve and restore the Bay through the Chesapeake Bay Program;

WHEREAS, the National Park Service (NPS), is committed through agreements and statutory requirements to support and advance conservation, restoration, public access, education and interpretation of the Chesapeake Bay and its natural, cultural and historical resources;

WHEREAS, Public Law 109-418 amends the National Trails System Act to designate the Captain John Smith Chesapeake National Historic Trail (hereafter also referred to as Captain John Smith Chesapeake NHT or CAJO) along the Chesapeake Bay and its tributaries in Virginia, Maryland, Pennsylvania, Delaware, and in the District of Columbia that traces the 1607 – 1609 exploratory voyages of Captain John Smith;

WHEREAS, Public Law 110-229 amends the National Trails System Act to designate the Star-Spangled Banner National Historic Trail (hereafter also referred to as Star-Spangled Banner NHT or STSP or Trail) . . .consisting of water and overland routes . . .extending from Tangier Island, Virginia, through southern Maryland, the District of Columbia, and northern Virginia . . .Patuxent River, Potomac River, and north to the Patapsco River, and Baltimore, Maryland, commemorating the Chesapeake Campaign of the War of 1812;

WHEREAS, Section 5 (25) of PL 90-543, the National Trails System Act authorizes the NPS to provide technical and financial assistance to partner organizations along National Historic Trails to aid in the development of the trails;

WHEREAS, the designated Captain John Smith Chesapeake National Historic Trail encompasses water routes, public access points, and shoreline along the Chesapeake Bay and tributaries, including sites managed by the Virginia Department of Conservation and Recreation;

WHEREAS, the route of the Star-Spangled Banner National Historical Trail encompasses land and water routes, public access points, along the Chesapeake Bay and tributaries, including sites managed by the Virginia Department of Conservation and Recreation;

WHEREAS, the mission of the Virginia Department of Conservation and Recreation is to provide opportunities that encourage and enable people to enjoy, protect and restore Virginia's natural and cultural treasures;

WHEREAS, the Virginia Department of Conservation and Recreation (hereafter also referred to as VDCR), in cooperation with other local partnering agencies and organizations, is working to provide public access to and foster the continuing development of VDCR sites in the Chesapeake Watershed, which includes CAJO- and STSP-related resources such as public access points, landscapes, and historic sites suitable for interpretation; and

WHEREAS, the Governor of the Commonwealth of Virginia and the Regional Director of the National Park Service, Northeast Region agreed in an umbrella Memorandum Of Understanding on January 12, 2012 to advance mutual commitments to the Captain John Smith Chesapeake National Historic Trail.

NOW, THEREFORE, the VDCR is formally recognized as a contributing partner in the Captain John Smith Chesapeake and Star-Spangled Banner National Historic Trails benefiting from the mutual commitments identified below.

**II. Virginia Department of Conservation and Recreation and the National Park Service jointly agree to:**

Cooperate to advance the purposes of CAJO. The purposes of CAJO are to: (i) commemorate the exploratory voyages of John Smith on the Chesapeake Bay and its tributaries in 1607-1609; (ii) share knowledge about the American Indian societies and cultures of the seventeenth century; (iii) interpret the natural history of the Bay (both historic and contemporary); and (iv) provide recreational experiences on water and on land along the trail.

Cooperate to advance the purposes of STSP. The purposes of STSP are to: (i) protect the sites, landscapes, and routes significant to understanding the people, events, and ideals associated with the War of 1812 in the Chesapeake region and “The Star-Spangled Banner;” (ii) provide educational and interpretive opportunities related to the War of 1812 and its relevance to modern society; and (iii) foster improved opportunities for land- and water-based recreation and heritage tourism.

Cooperate to ensure the coordination of VDCR and NPS trail projects throughout Virginia for both land and water route that are sensitive to both natural and cultural resources.

**III. Virginia Department of Conservation and Recreation agrees to:**

1. Sustain appropriate VDCR sites associated with CAJO and STSP.
2. Provide access to the Bay and tributaries from VDCR sites associated with CAJO and STSP.
3. Facilitate appropriate public access to the VDCR sites associated with CAJO and STSP and Trail-related natural, cultural, historical, and recreational resources, in accordance with sound resource management considerations.
4. Interpret the resources and stories associated with the VDCR sites associated with CAJO and STSP through interpretive and educational initiatives, programs, exhibits and materials which relate those resources, as appropriate, to CAJO and STSP.
5. Install and display the standardized CAJO and STSP interpretive signage, orientation signage, and site identifier (as supplied by NPS) in prominent, publically accessible location, including:
  - a. collaborating with the NPS on the determination of appropriate interpretive content related to CAJO and STSP and events or resources associated with the site, including recommending graphics and reviewing sign content;
  - b. ensuring compliance and approval with relevant management policies, including policies of the VDCR;

- c. collaborating with the NPS to identify interpretative signage locations in accordance with sound resource management considerations and the Americans with Disabilities Act;
  - d. providing routine maintenance of the CAJO and STSP interpretive or orientation signs including cleaning the panel, base and frame;
  - e. providing routine maintenance of the landscaping adjacent to the CAJO and STSP signs, including maintenance of safe public access to the signs and views from the signs (as appropriate);
  - f. assessing and reporting annually to the NPS on the condition of the CAJO and STSP signs, adjacent landscaping or other maintenance concerns;
  - g. reporting to the NPS if a sign requires replacement, including vandalism or fading that renders the text on the panel illegible; and
  - h. storing the back-up/replacement panels in a safe and clean location, and installing the replacement panels as necessary.
6. Ensure physical or programmatic linkages with other existing or potential sites and segments associated with the Trails. Promote networking opportunities with other CAJO and STSP partners and sites.
7. Collaborate with local and regional travel and tourism organizations, and other CAJO and STSP partners, to promote and market the Trails.
8. Assist in marketing the Trails and other sites and segments of CAJO and STSP to visitors. Assist visitors' further explorations of the Trails' resources and stories. This may include, but is not limited to distributing CAJO and STSP brochures, orienting visitors to the Trails; promoting awareness of the CAJO and STSP websites, and opportunities to explore their interests at other sites and segments along the Trails.
9. Provide descriptive information on the VDCR resources, themes and operations for inclusion within the CAJO and STSP websites. Establish a link to the CAJO and STSP websites from the VDCR website.
10. Include the CAJO and STSP logos in brochures, maps, guides, interpretive exhibits or signage as appropriate. VDCR and other Trail partners must obtain prior written NPS approval for use of the logo(s) for promotional materials such as advertisements, merchandise sales, or marketing publications.
11. Obtain prior NPS approval from the Chesapeake Bay Office Superintendent for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, the National Park Service, the Captain John Smith Chesapeake NHT, Star-Spangled Banner NHT, or any NPS employee.
12. Utilize standardized CAJO and STSP design templates for interpretive or orientation signage that relates to the Trails and maintain signs and adjacent landscaping in safe and clean condition.
13. Promote and interpret conservation stewardship of Bay-related natural and cultural resources through resource management, interpretive programming, and citizen involvement. To the maximum extent practicable with available resources:
  - a. ensure low-impact use of natural, cultural, historical and recreational resources associated with the site;
  - b. identify and develop opportunities for involving volunteers in on-going resource restoration or conservation activities in order to broaden involvement in Bay conservation;
  - c. manage the site in ways that improve watershed health through practices such as green building design and construction, environmentally sensitive design (ESD), low impact development (LID), recycling, and/or conservation landscaping; and
  - d. incorporate conservation messaging in interpretive, educational and marketing initiatives and materials.

#### **IV. The National Park Service agrees to:**

1. Promote and support development of CAJO and STSP and the participation of the various VDCR sites associated with CAJO and STSP as a contributing site/segment.
2. Provide site/segment and interpretive planning assistance and other forms of technical assistance as funds and staffing permit.
3. Assist with the identification, scoping and development of high priority Bay-related projects for the VDCR sites associated with CAJO and STSP.
4. Supply and facilitate installation of standardized CAJO and STSP interpretive signage for the VDCR sites associated with CAJO and STSP, including:
  - a. collaborating with the staff of the various VDCR sites associated with CAJO and STSP on final determination of appropriate interpretive content related to the CAJO and STSP and events or resources associated with the site;
  - b. ensuring compliance with relevant federal regulation prior to sign installation, including Section 106 of the National Historic Preservation Act;
  - c. fabricating, delivering, and facilitating the installation of CAJO and STSP interpretive signage;
  - d. delivering at the time of installation one replacement panel for each wayside panel installed at the site;
  - e. providing guidance for proper maintenance and annual reporting on the condition of the panel, base, frame, and adjacent landscaping;
  - f. reviewing and responding in a timely manner to the site manager following annual reporting on the condition of the signs and surrounding landscaping or other maintenance concerns; and
  - g. providing the site manager with timely follow-up on any reported need for replacement or other concerns related to the interpretive or orientation panels.
5. Facilitate linkages between VDCR sites and other potential or existing CAJO and STSP locations which orient and direct visitors to the Trails' sites. Promote networking and collaboration among CAJO and STSP partners to enhance cooperation on projects, marketing and promotion, volunteer efforts, and other mutually beneficial Trail-related efforts. Include VDCR's staff in meetings and other discussions, and other forums for communicating about development and promotion of the Trails.
6. Provide periodic training opportunities and associated materials for VDCR and other Trail partners via conferences, workshops, online sessions or other means. Provide opportunities for participation of VDCR's staff in training focused on capacity building, project collaboration, networking, resource stewardship, marketing, etc.
7. Implement a variety of marketing initiatives to promote the Trails and partners. These initiatives may include media events, promotional packages, special public events, and feature articles.
8. Expand and maintain the CAJO and STSP websites as a major tool for promoting the Trails and all participating CAJO and STSP partners including the VDCR. Link from the CAJO and STSP websites to VDCR's website.
9. Provide regular updates via the CAJO and STSP websites, email or other means on development of the Trails, and related issues and opportunities.
10. Develop and maintain technical assistance tools to VDCR's staff on the CAJO and STSP websites.
11. Include the VDCR in CAJO and STSP brochures and interpretive and marketing material as they are developed.
12. Develop and widely distribute CAJO and STSP brochures and other interpretive and marketing materials to promote and advance the Trails. Include the VDCR in CAJO and STSP materials.
13. Provide access to the CAJO and STSP logos and related graphic materials.
14. Promote continued research related to the core interpretive themes of the Trails.
15. Develop and promote evaluation tools and techniques to measure the effectiveness of Trail-wide and site-specific initiatives.

16. Collaborate with the transportation, natural resource, and tourism agencies of the District of Columbia, Commonwealth of Virginia, and State of Maryland to market and promote the Trails.

## **V. Term**

This Memorandum of Understanding (MOU) shall be effective upon the date of the last signature below and shall remain in effect for five (5) years subject to automatic renewal for subsequent terms of equal length. Either party may terminate this MOU, at any time, upon 60 days written notice to the other party.

***NOTE:** This Memorandum of Understanding and the commitments of the parties hereunder are subject to the availability of funding. (See General Provision B.) In addition, nothing contained herein shall be interpreted as obligating the National Park Service to provide funding, compensation or reimbursement pursuant to this Memorandum of Understanding. Neither shall the Virginia Department of Conservation and Recreation be bound to expend in any one fiscal year any sum in excess of their own budget allocations.*

## **VI. General Provisions**

- A. **Non-Discrimination:** During the term of this MOU, the VDCR will comply with applicable laws prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex in employment and in providing for facilities and services to the public, provided that by entering into this Agreement the VDCR does not agree to be subject to any laws or regulations to which it is not already subject by operation of law.
- B. **NPS Appropriations:** Nothing contained in this MOU shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this MOU for that fiscal year, or as involving the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocations.
- C. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. VDCR shall not use any intellectual property of the United States of America, including NPS and park or trail specific logos, marks, images of NPS employees in uniform, and taglines, unless authorized in writing prior to use.

