

MEMORANDUM OF UNDERSTANDING
for the
APPALACHIAN NATIONAL SCENIC TRAIL
between the
NATIONAL PARK SERVICE
and the
APPALACHIAN TRAIL CONFERENCE

ARTICLE 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. Conceived in 1921 and initially completed in 1937, the Appalachian Trail was designated as a National Scenic Trail with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended]. By law, overall responsibility for administration of the Appalachian National Scenic Trail rests with the Secretary of the Interior and is carried out by the National Park Service.

Since 1925, the Appalachian Trail Conference has facilitated the construction, development, preservation, maintenance, and management of the Appalachian Trail and played a leadership role in defining policies and practices to ensure its proper protection and care. Further, the Conference and its Trail-maintaining clubs have operated, developed, and maintained the Trail under the auspices of a series of formal agreements with the National Park Service and other agencies since 1970. In 1984, the National Park Service and the Appalachian Trail Conference signed a landmark Delegation Agreement, under which the National Park Service delegated certain management responsibilities to the Appalachian Trail Conference for National Park Service-acquired lands outside existing National Park boundaries. Similar agreements patterned after this agreement have since been signed by the Conference and many other state and federal agencies.

In 1981, the National Park Service completed a *Comprehensive Plan for the Appalachian National Scenic Trail*, which established the framework of a "Cooperative Management System," a unique partnership arrangement between public and private groups involved in management of the Trail. 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 by "memoranda of understanding," which provide clear understandings of the roles and responsibilities of each management partner. Through these various agreements, Trail-management responsibilities are divided between volunteer organizations and governmental agencies. Together, these documents and agreements formalize and strengthen the traditional volunteer-based system of Trail stewardship.

This Memorandum of Understanding is entered into for the purposes of: (1) reaffirming the pioneering partnership that exists between the National Park Service and the Appalachian Trail Conference in the administration of the Appalachian National Scenic Trail; (2) delegating significant management responsibilities of the National Park Service to the Appalachian Trail

Conference for lands the National Park Service has acquired to protect the Appalachian National Scenic Trail; and (3) ensuring the cooperative protection and management of the Appalachian Trail through implementation of the *Comprehensive Plan for the Appalachian National Scenic Trail*.

The Parties to this Memorandum of Understanding are:

1. United States Department of the Interior, National Park Service, Appalachian National Scenic Trail, hereinafter referred to as the NPS; and
2. the Appalachian Trail Conference; hereinafter referred to as ATC.

The above listed Parties formally agree hereby to work together cooperatively in the administration and management of the Appalachian National Scenic Trail. This Memorandum of Understanding supersedes pre-existing understandings between these Parties and serves to describe general understandings and working relationships between NPS and ATC. This memorandum is being signed concurrently with a Cooperative Agreement between the same Parties, which includes more specific statements of work and which takes precedence over this Memorandum of Understanding with respect to all work performed under that Agreement.

ARTICLE II. AUTHORITY

This Memorandum of Understanding is authorized under the following laws:

1. National Trails System Act: 82 Stat. 919; 16 USC 1241 et seq.

ARTICLE III. EXCLUSIONS

1. This Memorandum of Understanding does not change:
 - 1.1 any jurisdictional relationships between the National Park Service and any state or local government agency, nor
 - 1.2 any existing agreements, relationships, or jurisdictions between the National Park Service and any other public or private party, nor
 - 1.3 any existing agreements, relationships, or jurisdictions between the National Park Service and any other units of the National Park System or any other agencies of the federal government.
2. This Memorandum does not limit the National Park Service or any federal agency with respect to the exercise of its legislative 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.

ARTICLE IV. STATEMENT OF WORK (Responsibilities of each Party)

The National Park Service, Appalachian National Scenic Trail, Agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian National Scenic Trail as directed by Congress, with an emphasis on ensuring 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. To delegate to the Appalachian Trail Conference management responsibilities for lands, including easements and other less-than-fee interests in land, that have been acquired by the National Park Service for protection of the Appalachian National Scenic Trail outside of other existing units of the National Park System. Said lands are described in the National Park Service's Management Information System, and are further described in deeds and other pertinent materials provided to the Appalachian Trail Conference.
4. To carry out non-delegated responsibilities on these National Park Service-administered lands, which include, but are not limited to, law enforcement, transfers of title or use and occupancy to all lands, authority to relocate the Trail corridor, land acquisition on behalf of the United States, boundary survey, approvals for removal of structures, preparation of compliance documents required by the National Environmental Policy Act, and such other responsibilities as may be negotiated on a case-by-case basis. Certain responsibilities, such as management of natural and cultural resources, or negotiation of agreements and understandings with states and other Trail-management partners, will be carried out collaboratively with the Appalachian Trail Conference.
5. To provide oversight review and approval of all Local Management Plans developed by Appalachian Trail-maintaining clubs and promulgate Public Use Limits or Closures recommended in those plans as provided for in 36 CFR 1.5.
6. To provide Volunteer in the Parks status, in accordance with the Volunteer in the Parks Act of 1969, to individuals and organizations participating in activities pursuant to this Memorandum of Understanding.
7. The Primary Official to be contacted is:

Park Manager,
Appalachian National Scenic Trail
Harpers Ferry Center
(deliveries: Third Floor, Civil War Story Building)
Harpers Ferry, WV 25425
Phone: 304-535-6278 Fax: 304-535-6270

The Appalachian Trail Conference Agrees:

1. To accept the National Park Service's delegation of management responsibilities for management of the Appalachian Trail and National Park Service-acquired lands. Certain responsibilities, such as management of natural and cultural resources or negotiation of agreements and understandings with states and other Trail-management partners, will be carried out collaboratively with the National Park Service.
2. To serve as guarantor that the Appalachian National Scenic Trail and National Park Service-acquired lands are managed satisfactorily, according to National Park Service policies and the Appalachian Trail Conference's Bylaws, Constitution, and Board-adopted policies and Trail standards, which are described in the Appalachian Trail Conference's *Local Management Planning Guide* and *Trail Design, Construction, and Maintenance*. With the concurrence of the National Park Service, said documents may be amended from time to time to reflect experience and changing Trail conditions.
3. To redelegate day-to-day responsibilities for operations, construction, management, and maintenance for designated sections of the Appalachian Trail to Trail-maintaining clubs.
4. To ensure that all Appalachian Trail Conference and Trail-maintaining club management activities on National Park Service-administered lands are in conformance with the statutory provisions of federal laws and regulations.
5. To serve in an advisory role to the Appalachian Trail-maintaining clubs and, as necessary, provide backup support to these clubs in carrying out day-to-day operational responsibilities.
6. To provide technical assistance to Appalachian Trail-maintaining clubs in all Appalachian Trail-related program areas, including, but not limited to, the preparation of Local Management Plans, review of said plans to ensure conformance with National Park Service and Appalachian Trail Conference policies, and assistance to Appalachian Trail-maintaining clubs in implementing the operational aspects of approved plans.
7. To the extent authorized by the Appalachian Trail Conference Board of Managers, to provide technical and financial assistance to the Appalachian Trail-maintaining clubs in the development and maintenance of the Trail, for public information and education, and for monitoring and management of NPS lands acquired for protection of the Appalachian Trail.
8. The Primary Official to be contacted is:

Executive Director
Appalachian Trail Conference
P.O. Box 807
799 Washington Street
Harpers Ferry, WV 25425
Phone: 304-535-6331
Fax: 304-535-2667

or Director of Conservation
Appalachian Trail Conference
P.O. Box 807
799 Washington Street
Harpers Ferry, WV 25425
Phone: 304-535-6331
Fax: 304-535-2667

Both Parties Agree:

1. To meet regularly together to develop work plans and coordinate all activities needed to protect and manage the Appalachian National Scenic Trail.
2. To meet as necessary to review the terms of this agreement, review each Party's contributions to A.T. management, and review any and all other matters pertaining to the Appalachian National Scenic Trail that may be of concern to either Party.
3. 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; provided, said financial assistance is subject to the terms of Required Clause #3 of this document, and must be done by separate instrument agreed to by both Parties.
4. To provide, to the extent feasible, technical and financial assistance for the inventory and protection of significant natural, cultural, and scenic resources along the Appalachian National Scenic Trail; provided, said financial assistance is subject to the terms of Required Clause #3 of this document, and must be done by separate instrument agreed to by both Parties.
5. To promote public awareness of the Trail as opportunities arise, and assist in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian National Scenic Trail.
6. To promptly inform each other of all proposals for major changes in policies, programs, or projects that may impact the Appalachian National Scenic Trail.
7. To inform each other immediately (or within 24 hours) of any major emergency or controversial event occurring on Appalachian Trail lands, regardless of land ownership.

ARTICLE V. 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 both Parties. Approximately six months prior to its expiration, all parties will review this Memorandum and determine if it should be renewed, modified, or terminated.

ARTICLE VI. TERMINATION

This Memorandum of Understanding may be terminated by either Party by providing sixty (60) days written notice to the other Party.

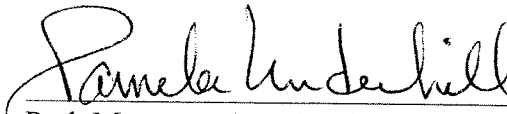
ARTICLE VII. MODIFICATION

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

ARTICLE VIII. REQUIRED CLAUSES

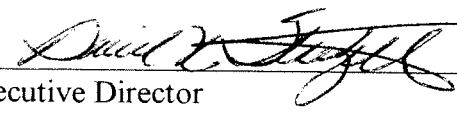
- 1) **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disabling condition, religion, or sex in providing for facilities and service to the public.
- 2) **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.
- 3) **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** This Agreement and the obligations of the Service hereunder shall be subject to the availability of funding and nothing contained herein shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or to involve any Federal agency in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 4) **OFFICIALS NOT TO BENEFIT (41 U.S.C. § 22):** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

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



Park Manager, Appalachian National Scenic Trail
National Park Service, U.S. Department of the Interior

11/20/04
Date



Executive Director
Appalachian Trail Conference

11/20/04
Date