

Memorandum of Understanding
among
Garrett County Trails, Inc.;
Board of Garrett County Commissioners;
Maryland Dept. of Natural Resources;
Maryland State Highway Administration;
U.S. Army Corps of Engineers, Pittsburgh District;
and
Potomac Heritage National Scenic Trail Office, National Park Service,
U.S. Department of the Interior

This Memorandum is entered into by and among Garrett County Trails, Inc. (dba Garrett Trails); Board of Garrett County Commissioners; Maryland Department of Natural Resources; Maryland State Highway Administration; U.S. Army Corps of Engineers-Pittsburgh District (ACOE), and the Potomac Heritage National Scenic Trail Office, National Park Service, U.S. Department of the Interior (NPS). Collectively, the preceding may be referred to as the Parties.

ARTICLE I – BACKGROUND AND OBJECTIVES

The National Trail System (NTS) was established through enactment of the *National Trail System Act of 1968* (82 Stat. 919, Public Law 90-543) (the Act). The 1968 law also authorized “feasibility studies” for additional components of the NTS, including the Potomac Heritage Trail; such a study was completed in 1974 by the Bureau of Outdoor Recreation. A 1983 amendment to the Act (77 Stat. 43, Public Law 90-543) designated the Potomac Heritage National Scenic Trail (the Trail) as a component of the NTS, recognized a corridor for the Trail, and assigned administration of the Federal interest in the Trail to the Secretary of the Interior, which responsibility is delegated to the NPS.

Today, the evolving Trail network is an enterprise of many partners, including non-profit organizations, government agencies, volunteers, and commercial interests. Partnerships are at the heart of the Trail concept, creating a locally-managed network for outdoor recreation, education, transportation, health and heritage tourism. The growing network increasingly provides opportunities for exploration between the mouth of the Potomac River and the Allegheny Highlands, a corridor embracing portions of five physiographic provinces. Modes of travel, including hiking, bicycling, paddling, horseback riding, and cross-country skiing, vary by Trail segment.

The developing, non-motorized trail system in Garrett County and vicinity reflects the vision described in the 1974 feasibility study for the Trail to connect public lands in western Maryland and western Pennsylvania. The system of existing and planned trails in Garret County, Md. and Somerset County, Penn., including the Eastern Continental Divide Loop trail (ECDL), connects with the Great Allegheny Passage, a segment of the Trail network, at Frostburg, Md. (via Alternate Route 40, a state bicycling route), and at Meyersdale and Confluence, Penn., and exemplifies outstanding outdoor recreational opportunities and a means to explore the varied landscapes of the region, many of which are examples of conservation and ecological rejuvenation. In a regional context, development of the ECDL specifically is based on a report completed in 1999 by the Garrett County Recreational Trails Task Force, organized at the direction of the Board of Garrett County Commissioners by the Garrett County Chamber of

Commerce, and is recognized in the *Garrett County 2012 Land Preservation, Parks and Recreation Plan*¹ and in the *2009-13 Pennsylvania Outdoor Recreation Plan*². The objectives of this Agreement are to:

- a); recognize a trail network in Garrett County as a part of the Potomac Heritage National Scenic Trail network (see map, Attachment A);
- b) authorize use of the official Trail marker; and
- c) establish a partnership among the Garrett County trail network management entities to plan, develop and promote the network within the respective authorities of each.

ARTICLE II - AUTHORITY

Section 5.(a)(11) of the National Trails System Act of 1968, as amended in 1983 and codified at 16 U.S.C. § 1244 (a) (11), designating a general alignment for the Potomac Heritage National Scenic Trail; Section 7. (e) of the same Act, codified at 16 U.S.C. 1246, authorizing the Secretary of the Interior to “enter into such agreements with landowners, States, local governments, private organizations, and individuals for the use of lands for trail purposes...”; and section 814(g) of Div. I, Title VIII, of P.L. 104-333 (Nov. 12, 1996), codified at 16 U.S.C. § 1f; the Federal Grant and Cooperative Agreement Act of 1977, 92 Stat. 3 (1978); and Section 204 of Title II of the National Parks Omnibus Act of 1998, codified at 16 U.S.C. § 5934.

ARTICLE III – STATEMENT OF WORK

A. The NPS will:

1. recognize the trail network in Garrett County, Md., and vicinity in NPS media about the Trail network;
2. provide opportunities for coordination between key officials identified in this Memorandum and other Trail stakeholders;
3. authorize use of and provide to Garrett Trails, Inc., Trail markers, digital files of the Trail marker in various formats, and a copy of guidelines for route marking and graphic identity; and
4. co-facilitate an the annual review of the trail network referenced in A.1., including opportunities to plan, design and construct additional non-motorized trails and to promote Trail-related experiences to residents and visitors.

B. Garrett Trails, Inc., a 501 (c) 3 organization, and Garrett County will:

1. recognize the trail network referenced in A.1. as part of the Trail network in publications, Web sites, and other media;
2. develop and maintain, with assistance from MPS, a trail route marking system and a combination of regional informational exhibits, interpretive exhibits, and/or staffed visitor centers to serve as “gateways” to the Trail network and to communities and services associated with the Trail network; and
3. co-facilitate an annual review of the trail network in Garrett County.

¹ <http://www.garrettcountry.org/planning-land-development/comprehensive-planning> (accessed 14 August 2014)

² <http://www.paoutdoorrecplan.com/trailgaps/index.htm> (accessed 14 August 2014)

- C. All will:
 - 1. maintain a point of contact for Trail-related business;
 - 2. share geographic information system data related to the trail network in Garrett County and vicinity and the Trail network as a whole; and
 - 3. conduct site visits when deemed to be of mutual advantage.
- D. The amount and type of maintenance to be performed on trail segments will be performed at the sole discretion of the respective land managers.

ARTICLE IV – MUTUAL UNDERSTANDINGS

It is mutually agreed and understood by the Parties that:

- A. The purpose of this MOU is to establish a cooperative relationship among the Parties regarding the system of trails in Garrett County, Maryland. This MOU describes the understanding of the Parties and is not intended to be a contract or have any legally binding effect on the Parties.
- B. Performance by all Parties under the terms of this MOU is subject to the availability of funds and personnel resources. This MOU is neither a fiscal nor a funds obligation document. Costs for any effort associated with undertaking the above items shall be paid, subject to availability, using appropriated funds where appropriate. The absence or lack of adequate appropriated funds may be considered sufficient cause to deny or postpone any participation in this undertaking. Nothing contained in this MOU may be considered as implying that Congress has or will at a later date appropriate funds sufficient for the ACOE to carry out any activity set forth in this MOU.
- C. This MOU does not restrict any Party from participating in similar activities or arrangements with other entities, governmental bodies or agencies, public companies or private agencies, organizations or individuals.
- D. With regard to federal lands, nothing in this MOU provides any Party, its affiliates, guests or invitees with any rights superior to those of the general public.
- E. At any time, the ACOE may, in its sole discretion, remove some or all of the improvements or facilities installed on ACOE-owned land pursuant to this MOU, if it is determined to be in the best interests of the United States of America.

ARTICLE V – TERM OF MEMORANDUM

This Memorandum will be effective for a period of five years from the date of final signature, unless terminated earlier by one of the parties pursuant to Article VIII below.

ARTICLE VI – LETTERS OF SUPPORT

Additional parties may choose to demonstrate commitments to the development and management of the Trail network in Garrett County and vicinity through letters of support.

ARTICLE VII – KEY OFFICIALS

All communications and notices regarding this Memorandum will be directed to the following key official(s) for each party:

For Garrett County Trails, Inc.:

Theresa MacLennan, Executive Director
Garrett County Trails, Inc.
P.O. Box 62
McHenry MD 21541
301.387.3013
ed@garretttrails.org

For the Board of Garrett County Commissioners:

Paul C. Edwards, Chair
203 South Fourth Street, Room 207
Oakland, MD 21550
301.334.8970
pedwards@garrettcountry.org

For the Maryland Department of Natural Resources:

Daryl Anthony, Assistant Secretary for Land Resources
Maryland Department of Natural Resources
580 Taylor Avenue
Tawes State Office Building
Annapolis, MD 21401
410.978.5371
daryl.anthony@maryland.gov

For the Maryland State Highway Administration:

Barry Ritchie, Chief
Engineering Systems Team, District 6
State Highway Administration
1251 Vocke Road
LaVale, MD 21502
301.729.8426
britchie@sha.state.md.us

For the U.S. Army Corps of Engineers, Pittsburgh District:

Eric R. Miller
Youghiogheny River Lake
U.S. Army Corps of Engineers
497 Flanigan Road
Confluence, PA 15424-1932
814.395.3242
Eric.r.miller@usace.army.mil

For the National Park Service:

Donald E. Briggs, Superintendent
Potomac Heritage National Scenic Trail Office
Post Office Box B
Harpers Ferry, WV 25425
304-535-4016
don_briggs@nps.gov

ARTICLE VIII – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Any party may terminate participation in the Memorandum by providing the other parties with sixty (60) days advance written notice. In the event that one party notifies the other parties of an intention to terminate participation, the parties will promptly discuss the reasons for the notice.

ARTICLE IX: ATTACHMENTS

Attachment A (map): *Proposed Potomac Heritage National Scenic Trail Segments, Garrett County, Maryland (2014)*

ARTICLE IX – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

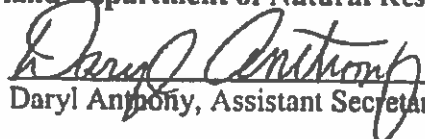
For Garrett Trails, Inc.:

Signature:  Date: 12/4/15
Michael Dreisbach, Board President

For the Garrett County Board of Commissioners:

Signature:  Date: 12/3/15
Paul C. Edwards, Chair

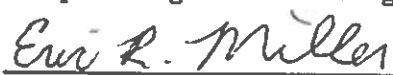
For the Maryland Department of Natural Resources:

Signature:  Date: 11-23-2015
Daryl Anthony, Assistant Secretary for Land Resources

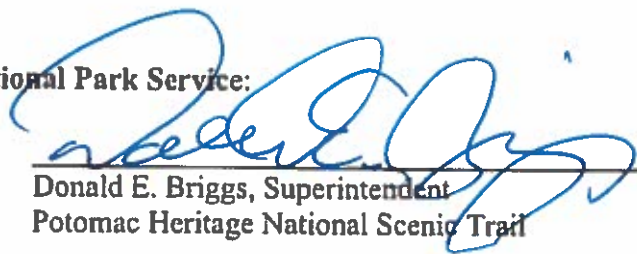
For the Maryland State Highway Administration:

Signature:  Date: 11/29/15
Anthony Crawford, District Engineer

For the Army Corps of Engineers-Pittsburgh District:

Signature:  Date: 12/4/15
Eric Miller, Park Manager
Youghiogheny River Lake

For the National Park Service:

Signature:  Date: 12/4/15
Donald E. Briggs, Superintendent
Potomac Heritage National Scenic Trail

Attachment A:

