

MEMORANDUM OF AGREEMENT
Between the
Virginia Department of Transportation
And the
Virginia Capital Trail Foundation

Purpose

This Memorandum of Agreement (MOA) dated as of April 5, 2017, provides for cooperation between the Virginia Department of Transportation and the Virginia Capital Trail Foundation for the promotion, use, operation, and maintenance of the Virginia Capital Trail, a fifty-two mile long pedestrian and bicycle trail linking Richmond, Jamestown, and Williamsburg generally along the Route 5 Corridor. This MOA supersedes previous memoranda of agreement executed between the parties in 2005 and 2009.

Background

The Virginia Capital Trail is a non-motorized multi-use trail connecting Virginia's modern capital in Richmond to the colonial capital in Williamsburg, providing pedestrians, hikers, bicyclists and other non-motorized users a safe and scenic path along one of the most historic corridors in America. The project was constructed as a joint effort of the Commonwealth of Virginia, the Virginia Department of Transportation, the Virginia Capital Trail Foundation, the City of Richmond, the Counties of Henrico, Charles City, and James City and other organizations. Construction of the trail was completed in 2015.

The Virginia Department of Transportation (VDOT) is a public agency responsible for the development and management of the surface transportation network of the Commonwealth of Virginia. VDOT considers bicycling and walking to be fundamental travel modes. VDOT is the owner and operator of the majority of the Virginia Capital Trail (map attached).

The Virginia Capital Trail Foundation (VCTF) is a non-profit organization whose mission is to promote, enhance and advocate for the continued development of the Virginia Capital Trail.

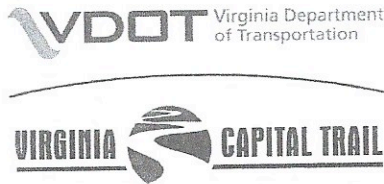
Agreement

WHEREAS, bicycle, pedestrian, and non-motorized modes of travel are integral components of a balanced transportation network; and,

WHEREAS, construction of the Virginia Capital Trail is now complete; and,

WHEREAS, promotion, development and enhancement of the Virginia Capital Trail continues; and,

WHEREAS, the Virginia Capital Trail is a unique asset for Virginians, improving quality of life and supporting sustainable economic development in the communities it links; and,



WHEREAS, operations and perpetual maintenance of the Virginia Capital Trail will require the sustained support and dedicated effort of both the public and non-profit sectors; and,

WHEREAS, the Virginia Department of Transportation is the lead public agency responsible for operations and maintenance of the Virginia Capital Trail; and,

WHEREAS, the Virginia Capital Trail Foundation is the preeminent non-profit entity responsible for promotion and enhancement of the Virginia Capital Trail and the independent advocate for the trail over the entire 52-mile corridor; and,

WHEREAS, both VDOT and the VCTF seek the on-going operation, maintenance, management, promotion, enhancement and ongoing development of the Virginia Capital Trail; and,

WHEREAS, both VDOT and the VCTF agree that this is best accomplished through on-going coordination and collaboration; and,

WHEREAS, both VDOT and the VCTF agree that an advisory committee consisting of representatives from VDOT, the VCTF and each of the political subdivisions along the Trail corridor can provide important input, feedback and information sharing in a number of areas, including trail promotion, tourism, event management, safety, and maintenance standards and best practices; and,

WHEREAS, VDOT and the Foundation will coordinate and collaborate efforts in the following areas:

1) Establishment of the Virginia Capital Trail Advisory Committee

VDOT and the Foundation will jointly establish an advisory committee to provide input towards the operations, perpetual maintenance, promotion, and enhancement of the Virginia Capital Trail. The Virginia Capital Trail Advisory Committee shall meet quarterly and consist of the following members: the VCTF Executive Director, one member of the VCTF Board, one representative of VDOT's Richmond District appointed by the District Engineer / Administrator, one representative of VDOT's Hampton Roads District appointed by the District Engineer / Administrator, one representative of VDOT's Central Office appointed by the VDOT Commissioner, and one representative from each of the following jurisdictions: City of Richmond, Henrico County, Charles City County, and James City County (in each case appointed by the governing body of such locality). Members may bring subject matter experts or other guests to meetings of the Virginia Capital Trail Advisory Committee for the purpose of providing input or advice to the committee.

2) Advocacy, Education, and Communications

VDOT and the Foundation will separately and jointly engage in education, information, and advocacy efforts to promote the Virginia Capital Trail, using public and private means and media. Both parties will inform the other, in advance, of such efforts carried out independently. This includes submission of the Virginia Capital Trail for awards, recognition, or designation by other entities.

3) Right to Place Signs and Amenities

VDOT agrees to grant and permit the VCTF the right to place signs and amenities along the Virginia Capital Trail. Signs or other devices that could be interpreted as traffic control devices will require review and approval by VDOT prior to installation and will be required to comply with the standards established in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA), the Virginia Supplement to the MUTCD and all other applicable VDOT standards. The parties agree that the MUTCD and Virginia Supplement establish minimum standards and that additional criteria may be applied to signage along the Trail to ensure a visual experience for visitors commensurate with the Trail's stature and character. VDOT will exercise reasonable discretion in permitting signs that are not traffic control devices, and will permit signs to enhance the user experience.

Amenities shall meet all applicable state and federal requirements, including conformance with the Americans with Disabilities Act, and match the design standards developed for implementation along the trail. For purposes of this agreement, amenities shall include but not be limited to benches, kiosks, bike racks, mile markers, and trailheads. Placement of certain amenities including portable restrooms and trash receptacles may require additional location research and approvals.

VDOT agrees to grant and permit the VCTF permission to place certain amenities within VDOT right-of-way provided such amenities are not located between the Trail and a public roadway, are located within the Virginia Capital Trail corridor as designated by the Commonwealth Transportation Board, are located a minimum of thirty feet from any intersection with a public roadway, are a minimum of twenty feet away from any private or commercial entrance to a public roadway, fully outside of the roadway clear zone, are in compliance with the terms and/or intended use of any easement upon which they will be located, and VCTF provides VDOT with a minimum of two week advance notice of the installation of such amenities. In all other instances, VCTF shall request permission from VDOT prior to placing an amenity in VDOT right-of-way along the Virginia Capital Trail corridor. VDOT shall respond to any such request made by the VCTF within twenty business days and will consider the input of the Virginia Capital Trail Advisory Committee in its deliberations. VCTF shall provide any notice under this paragraph to the VDOT representative for the VDOT district in which the proposed signage or amenity is to be located.

VCTF shall ensure that, during the installation of any amenities along the Virginia Capital Trail corridor, it does not encroach upon private property without prior approval from the property owner. After notification from VCTF of their intention to install an amenity and the location for the installation, VDOT shall notify VCTF of the right-of-way boundaries within 50 feet of such location in a manner determined by VDOT within ten business days. For any amenities proposed to be placed on easements held by VDOT which easements do not include a right on the part of VDOT to locate signage and amenities, the VCTF will be responsible for obtaining the written consent of the property owner and providing a copy to VDOT prior to placement of the amenity.

The provision of this permission to the VCTF shall not be considered a waiver of other legal and regulatory requirements associated with the placement of amenities, including but not limited to environmental

permits and approvals by the Department of General Services. VCTF will coordinate with VDOT in advance to ensure that such amenities are placed in accordance with applicable laws and regulations. The parties agree that, in cases where previous environmental or historic reviews have been performed which reviews encompass placement of signage or amenities ancillary to the Trail, to the fullest extent permitted by law, duplicative reviews will not be required prior to the placement of signage or amenities.

4) Maintenance and Ownership of the Trail and Amenities

VDOT will maintain the trail and amenities in accordance with agency best practices based on available resources and needs. Trail maintenance needs should be identified and reported to VDOT's Customer Service Center (1-800-367-ROAD or <https://my.vdot.virginia.gov/>) so that maintenance issues and resolution can be tracked and reported. The effectiveness of the forgoing maintenance reporting mechanism shall be periodically reviewed, in consultation with the Virginia Capital Trail Advisory Committee. In the event the VCTF becomes aware of urgent or otherwise extraordinary maintenance needs, the VCTF shall also contact the VDOT representative to the Virginia Capital Trail Advisory Committee for the relevant VDOT district.

VDOT and VCTF agree that once amenities are installed, they become property of the VDOT and the responsibility for maintaining these amenities shall become VDOT's at that time.

VDOT has the right to remove any and all amenities that are installed in a manner not in accordance with the terms of this agreement, are vandalized, fall into disrepair, or are determined to be a hazard at its sole discretion; provided, VDOT agrees to consult with the VCTF and Virginia Capital Trail Advisory Committee before removing any amenity that does not present a safety risk.

5) Sponsorship

VDOT and the VCTF agree that the VCTF is authorized to recognize private sponsors that provide funding for amenities placed on the Virginia Capital Trail. The form of such recognition shall be subject to any and all applicable laws, regulations directives and policies, including but not limited to applicable federal policies and/or directives relating to sponsorships on public highways.

VDOT and the VCTF agree that as the trail is a federally funded facility, any sponsorship funds collected above the amount needed for fabrication and placement of the amenities must be used by the VCTF for improvements or maintenance to the trail facility in accordance with applicable federal laws, regulations, directives and policies including, without limitation satisfying other matching requirements for applicable state and federal grant programs. The use of sponsorship funds may be subject to audit. Federal funding cannot be utilized for the fabrication or placement of any sponsor recognition.

6) Adopt-A-Trail

VDOT and the VCTF agree to establish an "adopt a trail" program to help offset maintenance costs for the trail and associated amenities. Private parties that participate in the program would be recognized in accordance with the provisions of the Commonwealth of Virginia's "Adopt A Highway" program. Signage for

such a program would conform with the sign design scheme for the Virginia Capital Trail and be sized appropriately for trail placement.

7) VCTF Sponsored Trail Events

VDOT and the VCTF agree that trail events will need to follow VDOT's land use permit process. To the extent allowable under law and regulation, permits will be issued at no fee to the VCTF. For all VCTF sponsored events, the Foundation shall be responsible for the removal of all event signage from the event route within seven days of conclusion of the event.

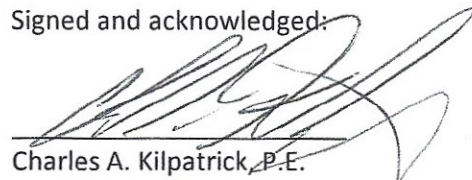
8) Miscellaneous

The parties agree that VDOT shall be bound hereunder only to the extent that funds are appropriated and allocated by the Commonwealth Transportation Board and otherwise legally available for the purposes of this MOA.

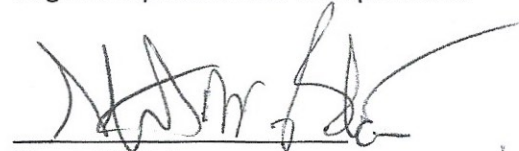
Effective and Termination Dates

This MOA is effective upon the signatures of authorized representatives of the parties listed below and shall remain in effect until terminated. This MOA may be modified by the mutual consent of the entities and may be terminated at any time by either entity, at its discretion on no less than 120 days advance written notice sent via U.S. mail to the agreed upon address of the other entity.

Signed and acknowledged:



Charles A. Kilpatrick, P.E.
Commissioner
Virginia Department of Transportation



Stuart W. Blain
Chairman of the Board
Virginia Capital Trail Foundation

6-22-17