

Sacramento-San Joaquin Delta National Heritage Area

Partnership Program

Memorandum of Understanding (MOU)

Introduction

This Memorandum of Understanding (MOU) is between the Delta Protection Commission (Commission), the local coordinating entity for the Sacramento-San Joaquin Delta National Heritage Area (NHA), and _____ (Partner). This MOU, which defines guidelines that generally apply to partnerships, is a living document that evolves as partnerships change and can be customized to the specific circumstances of each partnership through addenda.

Commission Duties

Management Plan Chapter 4 identified strategies to establish and support a network of partners to further the goals of the NHA. These strategies will be carried out according to the Management Plan's implementation plan. As part of implementing these strategies, the Commission shall:

1. Display the partner's name and logo on the NHA website.
2. Allow the partner to use the NHA logo, template, content, and branded items.
"Content" means text, photographs, drawings, illustrations, and any other media used to convey information related to the NHA for use in interpretation and communication.
3. Conduct partner gatherings.
4. Establish an NHA-related email listserv and/or communication platform for partners.
5. Provide training and collateral materials regarding the NHA to partners.
6. Promote training opportunities in interpretation, grants, resource stewardship, heritage tourism, promotion, community development, and organizational development.
7. Host an annual Delta Leadership Program class for partners.
8. Establish a grant program for partners that supports projects and programs that align with the NHA's goals.
9. Provide staff time and direct funding to carry out projects and programs that align with the NHA's goals.

10. Support educational programs.
11. Continue to hold the annual Delta Heritage Forum and provide reserved spaces for partners.
12. Act as a clearinghouse of information, such as a resource inventory, grant and funding opportunities, partner database, interpretive provider database, regional planning efforts, and online calendar of events and activities.
13. Conduct in-person and virtual visits and meetings with state agencies that service the NHA and local governments, community groups, and organizations in the NHA.
14. Provide partner seats on advisory task groups.
15. Distribute Delta Happenings and Delta Heritage Courier e-newsletters.
16. Manage and expand the NHA's web presence.
17. Prepare and implement the marketing plan to inform and engage partners.

Partner Duties

The partner shall:

1. Commit to assist with Management Plan strategies identified in Attachment XX.
2. Provide a logo or photo and brief description of the organization to be used on the Commission website (optional). Images between 600 and 1200 pixels wide (PNG or JPG) may be emailed to submit@delta.ca.gov.
3. Only use Commission-approved logos, templates, content, and branded items in formal communications and interpretation performed to further the implementation of the NHA (e-mails, memoranda, and interagency communications are excluded from this requirement).
4. Participate in Commission and NHA meetings and events.
5. Complete a brief annual partner survey.
6. Maintain applicable federal, state, and local requirements for entities if receiving Commission grants.
7. If the partner receives federal funding originating from National Park Service or other federal sources, maintain appropriate records of how funds are handled and spent to satisfy compliance with the auditing requirement of the implementing federal legislation (Public 116-9, Section 6001(b)(2)(E)(iii)).
8. Comply with federal requirements regarding the NHA, specifically that the NHA and any activities performed by partners shall not:
 - a. Directly or indirectly create any negative effect on the operations of the Central Valley Project, the State Water Project, or any water supply facilities within the Bay-Delta watershed (Public Law 116-9, Section 6001(a)(4)(C)).

- b. Acquire real property or any interest in real property with federal funds provided to the NHA (Public Law 116-9, Section 6001(b)(3)).
- c. Be interpreted to modify, alter, or amend any federal law, or the management authority of federal agencies (Public Law 116-9, Section 6001(d)(3)(A)).
- d. Limit the discretion of federal agencies to manage federal land within the NHA boundaries (Public Law 116-9, Section 6001(d)(3)(B)).
- e. Abridge or limit private property rights or permit access to private property (Public Law 116-9, Section 6001(e)).
- f. Enlarge or diminish any Indian treaty rights or alter the rights of Indian Tribes to regulate members with respect to those rights (Public Law 116-9, Section 6001(e)(6) and Public Law 116-9, Section 6001(e)(7)(B)).
- g. Diminish the right of the State of California to regulate fish and wildlife within the NHA boundaries (Public Law 116-9, Section 6001(e)(7)(A)).

Dispute Resolution

In the event of a disagreement between specific parties to this MOU, the first step to resolution shall be discussion between the Commission Executive Director and the signatory to the MOU on behalf of the partnership or their designee. If the dispute cannot be resolved via discussion, the second step may be referral to the National Heritage Area Advisory Committee as an agenda item at the next appropriate meeting of the Committee. As necessary, the issue may be further elevated for discussion at the next regularly scheduled Commission meeting. If the issue remains unresolved, the partnership relationship may be dissolved by the unilateral decision of either the Commission or the partner.

Term of the MOU, Attachments, and Addenda

This MOU is in force until it is rescinded or amended. Addenda may be added on a rolling basis as needed. The MOU, attachments, and addenda may each be amended separately.

Primary Contacts

Partner	Delta Protection Commission
Name:	Name:
Title:	Title:
Organization:	Street Address:
Street Address:	City:
City:	State:
State:	Zip Code:
Zip Code:	Email:
Email:	Main Phone:
Main Phone:	Alternate Phone:
Alternate Phone:	

Partner

Location Address(es)

Representative Signature

Representative Name (please print)

Representative Title (please print)

Date

Commission Representative

Commission Representative Name
(please print)

Commission Representative Title

Date

Appendix XX, Management Plan Strategies

_____ (Partner) commits to assist with the following Management Plan strategies:

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Appendix XX, Sacramento-San Joaquin Delta National Heritage Area National Park Service Passport Program

Additional Terms, Conditions, and Content Applicable to This Partnership:

The national Passport to Your National Parks program is designed to serve as a log of the unique experiences that a visitor encounters as they visit national parks, landmarks, and heritage areas across the country. The cancellations record the National Park Service unit or National Heritage Area name, the community, and the date visited. The Sacramento-San Joaquin Delta National Heritage Area passport program allows visitors to collect cancellation stamps at participating sites while learning more about Delta culture and history.

This appendix to the Memorandum of Understanding (MOU) between the Delta Protection Commission (Commission), the local coordinating entity for the Sacramento-San Joaquin Delta National Heritage Area (NHA), and _____ (partner) outlines the guidelines and responsibilities of each entity. These duties are in addition to the general duties and standards of the MOU. By signing this agreement, the parties agree to the terms of this appendix.

Commission Duties

1. The Commission shall provide training and collateral materials regarding the NHA to the partner.
2. The Commission shall purchase and provide passport stampers, ink bottles, ink pads, and NHA and National Park Service collateral marketing materials to the partner.
3. The Commission shall feature the partner, including a logo or photo, in a passport program section on the Commission website. The passport sites will also be included on the America's National Parks website, the official website of the Passport to Your National Parks program.
4. The Commission shall check with the partner a minimum of twice a year to see if operating hours have changed.

Selected sites for visits and passport stamping must be within the NHA boundaries, open and accessible to the public, and either connected to interpretive themes as described in the NHA Management Plan or serving as a visitor information center.

Partner Duties

1. The partner and its sites will make the stamp display, including stamper, ink pad, NHA and National Park Service collateral marketing materials, and an optional

supply of passport books, available during regular operating hours and in a prominent location for ease of access. Visitors will not be charged for accessing the passport stamper. Program participants can purchase passport books for resale through Eastern National, National Park Service's nonprofit partner if they wish.

2. The partner shall provide a logo or photo and brief description of the organization to be used on the Commission website (optional). Images between 600 and 1200 pixels wide (PNG or JPG) may be emailed to submit@delta.ca.gov.
3. The partners shall update the Commission if operating hours or any other pertinent facts about the partner need to be changed on the Commission website.
4. The partner shall maintain the passport stamper (date updated, ink pad refilled, etc.) and notify the Commission as soon as possible when any Commission-provided supplies (stampers, ink pads, and collateral materials) are running low. A list of supplies provided to the partner is attached (to be attached).
5. The partner shall ensure staff and volunteers are trained about the NHA and can share basic information about the NHA with passport program visitors.

Administrative Standards

1. Misuse of program supplies may be grounds for rescinding this appendix. See Dispute Resolution section in the MOU for guidance on this and other disputes.
2. This appendix is effective from the date of signature until Date, unless the agreement is updated or amended. If the agreement is not updated or amended, it is automatically rescinded on Date.

Primary Contacts

Partner	Delta Protection Commission
Name:	Name:
Title:	Title:
Organization:	Street Address:
Street Address:	City:
City:	State:
State:	Zip Code:
Zip Code:	Email:
Email:	Main Phone:
Main Phone:	Alternate Phone:
Alternate Phone:	

Partner

Location Address(es)

Representative Signature

Representative Name (please print)

Representative Title (please print)

Date

Commission Representative

Commission Representative Name
(please print)

Commission Representative Title

Date

Additional Potential Appendices

Appendix XX, Volunteer Time Reporting

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