

FS Agreement No. 12-MU-11050300-041
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
EL DORADO COUNTY SHERIFF'S OFFICE
And The
EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION
And The
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFF-
HIGHWAY MOTOR VEHICLE RECREATION DIVISION
And The
USDA, FOREST SERVICE
ELDORADO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the El Dorado County Sheriff's Office, hereinafter referred to as "EDSO"; the El Dorado County Department of Transportation, hereinafter referred to as "DOT", and the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division, hereinafter referred to as "OHMVR Division" and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service."

Title: Rubicon Trail Management Agreement

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties for the improvement, management and operation of the Rubicon Trail for recreational use, protect and enhance the natural and cultural resources, to provide for public safety and to ensure the Rubicon Trail and surrounding public lands remain available for long-term ecologically sustainable, recreational use. The Rubicon Trail is a 22 mile trail that routes through El Dorado County and the Eldorado National Forest.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is mutually beneficial to provide for the comprehensive management of the Rubicon Trail to ensure the protection of natural and cultural resources and for the safety of the public.

It is mutually beneficial to provide interpretive, educational and outreach programs to the recreating public on the Rubicon Trail.

It is mutually beneficial to promote ecologically balanced recreation management on the Rubicon Trail and surrounding public lands.



The EDSO is responsible for public safety and the enforcement of state law and county ordinances

The DOT is responsible for trail maintenance.

The OHMVR Division is responsible for technical assistance regarding trail maintenance and public education.

The U.S. Forest Service provides opportunities for the public to recreate on National Forest Lands and assist with compliance of laws and regulations.

In consideration of the above premises, the parties agree as follows:

III. ALL PARTIES SHALL:

- A. Coordinate the planning and management regarding the Rubicon Trail.
- B. Provide for the enforcement of the California Vehicle Code, other Federal and State laws and County Ordinances regulating the use or equipment of OHVs on the Rubicon Trail and surrounding public lands under the parties' jurisdiction.
- C. Coordinate efforts to provide interpretive, educational, and outreach programs to the recreating public on the Rubicon Trail.
- D. Parties may enter into separate agreements to enact Annual Operating Plans (AOPs) to better coordinate personnel and resources to accomplish the goals of Section B.

IV. THE EDSO SHALL:

- A. Enforce Division 16.5 (commencing with Section 38000) of the California Vehicle Code on the portion of the Rubicon Trail in El Dorado County, as well as all other State laws and County Ordinances.
- B. Be the lead agency and provide search and rescue services for the portion of the Rubicon Trail in El Dorado County in accordance with the previous agreement numbered 10-MU-11050374-013
- C. Send a representative(s) to Rubicon Oversight Committee (ROC) meetings in Placerville, California. At each ROC meeting, the EDSO representative(s) will provide a report relative to OHV enforcement activities on the Rubicon Trail.

**V. THE OHMVR DIVISION SHALL:**

- A. Operate an OHV local assistance program to provide competitive-based financial assistance to applicants, including the USFS and the DOT. The local assistance program may provide supplemental financial assistance, as available and under separate agreement, to facilitate the maintenance, restoration, conservation and operation of the Rubicon Trail.
- B. Operate an OHV local assistance program to provide need-based financial assistance, as available and under separate agreement, to the USFS and EDSO for enforcement of Division 16.5 of the California Vehicle Code.
- C. Provide technical assistance to the DOT for compliance with the 2008 Soil Conservation Standard.
- D. Provide technical assistance to the EDSO on OHV related law enforcement activities on the Rubicon Trail, including training in and the enforcement of provisions of Title 14, CA Code of Regulations.
- E. Send a representative(s) to Rubicon Oversight Committee (ROC) meetings in Placerville, California. At each ROC meeting, the OHMVR Division representative(s) will provide a report on the status of the OHV local assistance program and OHMVR Division enforcement activities on the Rubicon Trail.

VI. THE DOT SHALL:

- A. Make Rubicon Trail access maps publicly available.
- B. Provide maintenance activities for the portion of the Rubicon Trail in El Dorado County to ensure compliance with the 2008 Soil Conservation Standard.
- C. Facilitate the Rubicon Oversight Committee (ROC) meetings in Placerville, California. At each ROC meeting, the DOT representative(s) will provide a report to the ROC relative to maintenance on the Rubicon Trail.

VII. THE U.S. FOREST SERVICE SHALL:

- A. Enforce Division 16.5 (commencing with Section 38000) of the California Vehicle Code and applicable provisions of Title 36 CFRs, including any Special Orders, on the Rubicon Trail and surrounding public lands.
- B. Provide guidance and oversight to ensure compliance with NEPA requirements for any projects that may require NEPA analysis and documentation.



- C. Coordinate a project review timeline with other parties to minimize delays.
- D. Send a representative(s) to Rubicon Oversight Committee (ROC) meetings in Placerville, California. At each ROC meeting, the USFS representative(s) will provide a report relative to the state of the Rubicon Trail and surrounding public lands.

VIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

El Dorado Sheriff's Office Contact	California Department Parks and Recreation Contact
Sherriff John D'Agostini El Dorado County Sheriff's Office 300 Fair Lane Placerville, CA 95667 Telephone: 530-621-5655	Brian Robertson California State Parks, OHMVR Division 1725 23 rd Street Suite 200 Sacramento, CA 95816 Telephone: 916-324-4442 Email: brobe@parks.ca.gov
El Dorado County Department of Transportation Contact	
Kimberly Kerr 2850 Fair Lane Ct. Placerville, CA 95667 Telephone: 530-621-5900	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kathryn D. Hardy Forest Supervisor 100 Forni Drive Placerville, CA 95667 Telephone: 530-622-5061 Email: kdhardy@fs.fed.us	John V. Hefner 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6828 FAX: 530-478-6161 Email: jvhefner@fs.fed.us



- B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator(s) is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To Cooperators, at Cooperators' address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperators' contributions made under this MOU do not by direct reference or implications convey U.S. Forest Service endorsement of products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law



Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.




- L. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension; they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

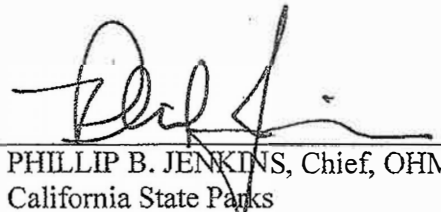
- M. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- N. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 12/31/2017.

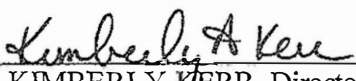
- O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.


 JOHN D'AGOSTINI, Sheriff
 El Dorado County Sheriff's Office

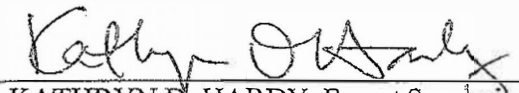
9/10/12
 Date


 PHILLIP B. JENKINS, Chief, OHMVR Division
 California State Parks

11/2/12
 Date


 KIMBERLY KERR, Director
 El Dorado County Department of Transportation

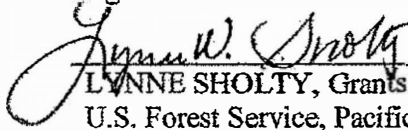
9/10/12
 Date


 KATHRYN D. HARDY, Forest Supervisor
 U.S. Forest Service, Eldorado National Forest

9/10/12
 Date



The authority and format of this instrument has been reviewed and approved for signature.


LYNNE SHOLTY, Grants & Agreements Specialist

U.S. Forest Service, Pacific Southwest Region

8/31/12

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.