

FS Agreement No. 20-MU-11051700-002

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
COUNTY OF EL DORADO
And The
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OFF-
HIGHWAY MOTOR VEHICLE RECREATION DIVISION
And The
COUNTY OF PLACER
And The
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST
LAKE TAHOE BASIN MANAGEMENT UNIT
ELDORADO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of El Dorado Parks and Trails, hereinafter referred to as "EDC Parks and Trails", the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division, hereinafter referred to as "OHMVR Division", the County of Placer, hereinafter referred to as "Placer County," and the United States Department of Agriculture (USDA), Forest Service, Tahoe National Forest (TNF), Lake Tahoe Basin Management Unit (LTBMU) and Eldorado National Forest (ENF) collectively, hereinafter referred to as the "U.S. Forest Service."

Background: The Rubicon Trail was established as a road in the 1890's and has evolved into a world renowned 4-wheel drive trail that hosts several decades-old annual "Jeep" events. The popularity of the trail has created sanitation, contamination (petroleum based oils) and erosion issues along the trail, to the point that the trail was threatened with closure by a Clean-up and Abatement Order issued by the Central Valley Water Quality Control Board in 2009, which has since been rescinded. Though the main issues cited in the Clean-up and Abatement Order have been addressed, these same issues still need to be managed for across the entire trail's length to ensure: its long-term sustainability; the continued availability of its unique recreational opportunities; and the protection of the environment.

The Rubicon Trail traverses two counties and three U.S. Forest Service units with county boundaries overlapping Forest Service unit boundaries. In the past, there has been some confusion between the agencies revolving around which agencies held official jurisdiction and management responsibility of trail segments within the different agencies' boundaries, which has led to minimal maintenance and management in certain areas along the trail. Since then, jurisdiction of the trail's segments has been clarified: El Dorado County has jurisdiction of the 14.6 miles of the trail within El Dorado County;



the Eldorado National Forest has jurisdiction of 0.3 miles of the trail within Placer County; the Tahoe National Forest has jurisdiction of 5.3 miles of the trail within Placer County; and the Lake Tahoe Basin Management Unit has jurisdiction of 1.9 miles of the trail within Placer County. The two counties have authority and responsibility to enforce state and federal laws and county ordinances within their respective jurisdictions. The counties also have authority to enforce federal laws and regulations on National Forest System Lands (NFSL) within their boundaries, under separate cooperative law enforcement agreements. The OHMVR Division has authority to enforce California state and laws and regulations, as well as county laws and regulations. The Forest Service units have authority and responsibility to enforce federal laws and regulations, including applicable state OHV California Vehicle Code regulations, on NFSLs.

The OHMVR Division's mission, in part, includes providing for a statewide system of managed Off-Highway Vehicle (OHV) recreational opportunities through providing funding and making other OHMVR Division resources available to agencies and entities that provide long-term public OHV recreational opportunities within California. The OHMVR Division's funds and other resources aid these agencies and entities in maintaining, managing and enhancing OHV opportunities, patrolling, educating users, as well as restoring environments damaged by OHV use.

Title: Rubicon Trail Management Cooperation Between Agencies

- I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to manage, maintain and enhance the Rubicon Trail to foster: a seamless user experience; the trail's long-term sustainability and availability to the public; user safety and education; the protection of the natural, cultural and historic resources along and surrounding the trail; and the enforcement of regulations along the entire length of the trail in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is mutually beneficial for, and in the best interest of, the agencies to cooperate in the comprehensive management of the Rubicon Trail along its entire length to provide for the public's and environmental benefits as described in Section I above and to help the agencies meet their objectives associated with the Rubicon Trail. In consideration of the above premises, the parties agree as follows:

III. ALL PARTIES SHALL:

- A. Coordinate in the planning and management related to the Rubicon Trail.
- B. Coordinate efforts to provide maintenance, interpretive, educational, and outreach programs with consistent messaging to the public and recreational users on the Rubicon Trail.



- C. Consider entering into separate agreements between the respective cooperating agencies to authorize implementation of activities (not previously authorized under another mechanism) across jurisdictional boundaries in the implementation of the goals stated in Section I.

IV. EL DORADO COUNTY SHALL:

- A. Cooperate and confer with other MOU partners across agency jurisdictions, which may consist of law enforcement, maintenance, operations, grant writing and administration, and environmental monitoring.
- B. Facilitate the Rubicon Oversight Committee (ROC) meetings in various locations in an effort to reach the user community. At each ROC meeting, the agency representative(s) will provide a report on the status of the OHV local assistance program.
- C. Provide maintenance activities for the portion of the Rubicon Trail in ElDorado County to ensure compliance with the 2008 Soil Conservation Standard and Guidelines.
- D. Make Rubicon Trail access maps publicly available.

V. THE OHMVR DIVISION SHALL:

- A. Cooperate and confer with other MOU partners across agency jurisdictions, which may consist of law enforcement, maintenance, operations, grant writing and administration, and environmental monitoring.
- B. Participate in the Rubicon Oversight Committee (ROC) meetings. At each ROC meeting, the agency representative(s) will provide a report on the status of the OHV local assistance program.
- C. In addition to its continuing OHV local assistance program that provides competitive-based financial assistance to applicants, the OHMVR Division may also provide supplemental financial assistance, as available and under separate agreement, to facilitate the maintenance, restoration, conservation and operation of the Rubicon Trail.
- D. Make available technical assistance to the agencies for compliance with the 2008 Soil Conservation Standard and Guidelines on the Rubicon Trail.



VI. PLACER COUNTY SHALL:

- A. Cooperate and confer with other MOU partners across agency jurisdictions, which may consist of law enforcement, maintenance, operations, grant writing and administration, and environmental monitoring.
- B. Participate in the Rubicon Oversight Committee (ROC) meetings. At each ROC meeting, the agency representative(s) will provide a report on the status of the OHV local assistance program

VII. THE U.S. FOREST SERVICE SHALL:

- A. Cooperate and confer with other MOU partners across agency jurisdictions, which may consist of law enforcement, maintenance, operations, grant writing and administration, and environmental monitoring.
- B. Designate the Tahoe NF as the lead contact for the three National Forest Units in regards to the Rubicon Trail.
- C. Participate in the Rubicon Oversight Committee (ROC) meetings. At each ROC meeting, the agency representative(s) will provide a report on the status of the OHV local assistance program.
- D. Provide for maintenance activities for the portion of the Rubicon Trail in Placer County to ensure compliance with the 2008 Soil Conservation Standard.
- E. Provide guidance and oversight to ensure compliance with NEPA requirements for any projects on NFSs that may require NEPA analysis and documentation.

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 agreement.

Principal Cooperator Contacts:

County of El Dorado Parks and Trails Program Contact
Name: Vickie Sanders Address: 330 Fair Lane City, State, Zip: Placerville CA 95667 Telephone: 530-621-7538 FAX: 530-642-0301 Email: vickie.sanders@edcgov.us



**County of Placer Parks and
Trails Program Contact**

Name: Andy Fisher
Address: 2855 2nd Street
City, State, Zip: Auburn, CA 95603
Telephone: 530-886-4901
FAX: 530-889-6809
Email: AFisher@placer.ca.gov

**OHMVR Division
Program Contact**

Name: Brian Robertson
Address: 1725 23rd Street Suite 200
City, State, Zip: Sacramento, CA 95816
Telephone: 916-324-4442
FAX: 916-324-1610
Email: brian.robertson2@parks.ca.gov

Principal U.S. Forest Service Contacts:

**U.S. Forest Service, Tahoe NF Program
Manager Contact**

Name: Joe Chavez
Address: 631 Coyote Street
City, State, Zip: Nevada City, CA 95959
Telephone: 530-478-6158
FAX: 530-478-6109
Email: joe.chavez@usda.gov



Eldorado NF Program Manager Contact
Name: Katy Parr Address: 100 Forni Road City, State, Zip: Placerville CA 95667 Telephone: 530-621-5203 FAX: 530-621-5097 Email: katy.parr@usda.gov
Lake Tahoe Basin Management Unit Program Manager Contact
Name: Jacob Quinn Address: 35 College Drive City, State, Zip: South Lake Tahoe, CA 96160 Telephone: 530-543-2609 FAX: Email: jacob.quinn@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators 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 Cooperator’s 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.

C. 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.

D. ENDORSEMENT. Any of Cooperators’ contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.

E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by 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 agreements 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 agreement 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 agreement, 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 agreements must comply with all applicable law.

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

- F. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. 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).
- H. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- 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, then 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 December 31, 2029 at which time it will expire.



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.

SUE NOVALSEL, Chair
El Dorado County Board of Supervisors

Date

KIRK UHLER, Chair
Placer County Board of Supervisors

Date

DAN CANFIELD, Acting Deputy Director
OHMVR Division California State Parks

Date

ELI ILANO, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

Date

LAURENCE CRABTREE, Forest Supervisor
U.S. Forest Service, El Dorado National Forest

Date

JEFF MARSOLAIS, Forest Supervisor
U.S. Forest Service, Lake Tahoe Basin Management
Unit

Date



The authority and format of this agreement have been reviewed and approved for signature.

Digitally signed by AARON
STOUT

Date: 2019.10.23 12:04:48 -07'00'

AARON S. STOUT
U.S. Forest Service Grants Management Specialist

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.

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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.