



COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO, DEPARTMENT OF TRANSPORTATION AND SHINGLE SPRINGS BAND MIWOK INDIANS TRIBAL FIRE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO, DEPARTMENT OF TRANSPORTATION AND SHINGLE SPRINGS BAND OF MIWOK INDIANS TRIBAL FIRE DEPARTMENT (“Agreement”) is dated January ___ 2024 for purposes of reference only, and is made between the County of El Dorado, a political subdivision of the State (“County”) and the Shingle Springs Band of Miwok Indians, a federally recognized Indian tribe who maintains a Tribal Fire Department (“Tribal Fire Department”). This Agreement will be effective upon the date the last party signs.

RECITALS

1. Shingle Springs Band of Miwok Indians is a federally-recognized Indian Tribe, which is the beneficiary of trust land that is owned by the United States, entitled Shingles Springs Rancheria and located within the geographical boundaries of the County of El Dorado.
2. The County of El Dorado is a political subdivision of the State of California.
3. The County of El Dorado and the Shingle Springs Band of Miwok Indians, through their respective governing bodies, recognize that both are governmental entities with responsibility for the health, safety, and general welfare of their respective communities.
4. The Shingle Springs Band of Miwok Indians maintains a Tribal Fire Department (“Tribal Fire Department”).
5. The Tribe and the County have discussed the mutual benefits that could be derived from entering a mutually enforceable Agreement with respects to brush removal services.

NOW THEREFORE, Transportation and the Tribal Fire Department agree as follows:

- A. Transportation will provide traffic control when the Tribal Fire Department is performing voluntary brush removal services within the County right-of-way.
- B. Transportation will provide an inspector for all projects to ensure Tribal Fire Department removes underbrush and meets clearance needs only within the County’s right-of-way.
- C. The County will issue via email a request to the Tribal Fire Department identifying the site where the work is to be performed, in addition to the requested period of time the work should be performed in. In collaboration, a performance period will be established.
- D. Tribal Fire Department shall perform brush removal services at agreed upon locations, on a voluntary basis, by removing all trees/shrubs under a 2” caliper diameter (measured at chest height) to the ground and chipping all material generated and leaving as mulch on site. Tribal Fire Department shall perform the work in a safe, professional, skillful, and workmanlike manner.
- E. The Tribal Fire Department shall provide their crew and all tools, equipment, and meals to complete the work described as above.

- F.** The Tribal Fire Department shall leave material generated at each site as agreed and report progress to the County upon completion of each area.
- G.** The County Officer or employee with the responsibility for administering this Agreement is Brian Mullens, Deputy Director, Department of Transportation, or successor.
- H.** The Tribe and County are responsible for their own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising any way out of their participation in this MOU.
- I.** This agreement is not intended to, and will not be construed to, confer a benefit or create any right for a third party. The Tribe and County agree that no third party possess the right or power to bring an action to enforce any of the terms of this agreement.
- J.** Neither the Tribe nor the County waives its respective sovereign immunity by entering this MOU.
- K.** Any notice or other correspondence required to be given under this MOU by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be delivered to it as follows:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, CA 95667

Attn: Brian Mullens
Deputy Director

Notices and correspondence to the Tribal Fire Department shall be delivered if mailed, addressed to the Tribal Fire Department at:

Tribal Fire Department
P.O. Box 1340
Shingle Springs, CA 95682

Attn: John Tayaba

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement and continue as long as conditions above remain as described.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

-- SHINGLE SPRINGS BAND OF MIWOK INDIANS TRIBAL FIRE DEPARTMENT --

By: _____

Regina Cuellar
Tribal Chairwoman

Dated: 1/17/24