

FS Agreement No. 13-MU-11050400-013
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
TOWN OF MAMMOTH LAKES
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Town of Mammoth Lakes, hereinafter referred to as "the Town of Mammoth Lakes," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: Beginning in 2007, 11 agencies, organizations, and businesses entered into an MOU (*The Mammoth Lakes Trail and Public Access MOU*) to establish and provide a working public/private cooperative framework, or collaborative planning process, directed toward the establishment and maintenance of a system of public trails providing reasonable access to and enjoyment of public lands that are both within and surround the Town. In conjunction with the development of the Trails Commission MOU, the Town of Mammoth Lakes prepared and adopted a Trail System Master Plan outlining a program of trails development, maintenance, and promotion as a framework for implementation of the Mammoth Lakes Trail System (MLTS).

On February 1, 2012, the Mammoth Lakes Town Council unanimously adopted Resolution No. 12-09. This policy decision directed the Town Manager to establish and formalize a high level of interagency cooperation with the U.S. Forest Service, to plan, design, implement, construct, operate, maintain, and promote a program of trails-based recreational experience enhancements to be known as the Mammoth Lakes Trail System. This action, along with the appointment of the Mammoth Lakes Trail System Coordinating Committee (MLTSCC) empowered the Town of Mammoth Lakes to work more closely with the U.S. Forest Service to fulfill the intent and desire of the Resolution.

Title: Mammoth Lakes Trail System

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to create an enhanced trails-based recreational experience using a comprehensive program of physical trails improvements; integrated wayfinding and interpretation using both traditional and contemporary communication formats; and continuing system maintenance in accordance with the following provisions.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is in the interest of and benefit to both parties to provide the public with a comprehensive set of recreational trails and related programs. The facilities and programs developed under the MLTS will provide high quality trails, a high level of information and interpretation; be enjoyable and safe; reduce user conflicts; inform the public on appropriate use of National Forest land for motorized and non-motorized recreation; provide effective system maintenance; and enhance the users' connections to the public lands, the local environment, and the community through stewardship and education. Coordination of efforts and resources will enable both agencies to achieve these mutual goals with the highest level of efficiency and effectiveness for the benefit of the users of the system and local and federal taxpayers.

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

III. THE TOWN OF MAMMOTH LAKES SHALL:

- A. In consultation with the U.S. Forest Service, prepare a list or lists of projects and programs for implementation as a part of the MLTS. These projects will be based on the Mammoth Lakes Trail System Master Plan and may include construction of new facilities; maintenance of existing facilities including trails and signage; development of interpretation, wayfinding, or other informational materials using traditional and new media; and development of stewardship and other volunteer programs for maintenance and interpretation. The geographic scope of the MLTS generally includes the Planning Area of the Town of Mammoth Lakes as identified in its General Plan. Trails and roads within this geographic scope can be added to the MLTS in consultation with the U.S. Forest Service with a goal of preserving the identity of existing USFS systems (such as Congressionally Designated Wilderness, Over-Snow Vehicle (OSV) Grooming, and Inyo National Forest Off-Highway Vehicle (OHV) Road and Trail Systems).**
- B. Submit proposals to the U.S. Forest Service for those projects the Town of Mammoth Lakes desires to develop which fall within the management responsibilities of the U.S. Forest Service.**
- C. Support the U.S. Forest Service to explore funding opportunities to enhance the MLTS.**
- D. Seek opportunities for efficiency including opportunities to jointly meet the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).**
- E. Identify funding opportunities for the MLTS and plan for maintenance of facilities and programs proposed under this MOU.**



IV. THE U.S. FOREST SERVICE SHALL:

- A. Advise the Town of Mammoth Lakes on U. S Forest Service priorities, policies, and procedures including identification of the appropriate National Forest authorities for proposed projects including, but not limited to, Special Use Permits, Challenge Cost Share Agreements, and Collection Agreements.
- B. Review and make recommendations regarding the marketing and promotion of the trail system and trail system elements prior to these activities occurring.
- C. Respond to the Town of Mammoth Lakes proposals in a timely manner.
- D. Identify necessary project processing steps including environmental review (NEPA), and advise and coordinate with the Town of Mammoth Lakes as appropriate.
- E. Advise the Town of Mammoth Lakes on opportunities to achieve maximum efficiencies including opportunities to jointly meet the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- F. Explore funding opportunities to support and enhance the MLTS.
- G. Agree to promote the trails and programs developed pursuant to this MOU as the "MLTS" with the understanding that the U.S. Forest Service can continue to promote and advertise trails and programs that are part of the MLTS in other ways, independent of the MLTSCC and relative to the U.S. Forest Service.

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

- A. Both parties shall cooperate in good faith to further the MLTS.
- B. The U.S. Forest Service shall approve all projects on MLTS trails and facilities occurring on National Forest System lands prior to any work commencing.
- C. The Town of Mammoth Lakes may consult signatories to the Trails Commission MOU or other stakeholders in identification of priorities and opportunities for the implementation of the MLTS.



D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ray Jarvis, Public Works Director P.O. BOX 1609 Mammoth Lakes, CA 93546 Telephone: (760) 934-8989 ext. 257 FAX: (760) 934-8608 Email: rjarvis@ci.mammoth-lakes.ca.us	Stuart Brown Recreation Manager P.O. BOX 1609 Mammoth Lakes, CA 93546 Telephone: (760) 934-8989 ext. 210 FAX: (760) 934-8608 Email: sbrown@ci.mammoth-lakes.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jon Kazmierski District Recreation Officer P.O. Box 1402 Mammoth Lakes, CA 93546 Telephone: (760) 924-5503 FAX: (760) 924-5537 Email: jkazmierski@fs.fed.us	Aaron Stout Grants Management Specialist 631 Coyote St Nevada City, CA 95959 Telephone: (530) 478-6825 FAX: (530) 478-6161 Email: asstout@fs.fed.us

E. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Town of Mammoth Lakes 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 the Town of Mammoth Lakes, at the Town of Mammoth Lakes'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.

F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the Town of Mammoth Lakes from participating in similar activities with other public or private agencies, organizations, and individuals.



- G. **ENDORSEMENT**. Any of the Town of Mammoth Lakes 's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Town of Mammoth Lakes's products or activities.
- H. **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.

- I. **USE OF U.S. FOREST SERVICE INSIGNIA**. In order for the Town of Mammoth Lakes to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. **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.
- K. **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).



L. **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.

M. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** The Town of Mammoth Lakes shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The Town of Mammoth Lakes 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."

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

P. **DEBARMENT AND SUSPENSION.** The Town of Mammoth Lakes 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 the Town of Mammoth Lakes 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.

- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five (5) years at which time it will expire.
- S. 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.



MARIANNA MARYSHEVA-MARTINEZ
Town Manager, Town of Mammoth Lakes

5/22/2013

Date



EDWARD E. ARMENTA, Forest Supervisor
U.S. Forest Service, Inyo National Forest

6/11/13

Date



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

Robin Bryant

ROBIN BRYANT

U.S. Forest Service Grants Management Specialist

2/11/2013

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 0598-0217. 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.