

MEMORANDUM OF UNDERSTANDING BETWEEN

**United States Forest Service
Town of Mammoth Lakes
County of Mono
Mammoth Community Water District
Mammoth Lakes Fire Protection District
Mammoth Mountain Ski Area
National Park Service
California Department of Transportation,
City of Los Angeles
California Lahontan Regional Water Quality Control Board,
Mammoth Lakes Trails and Public Access**

I. PARTIES.

The Parties to this MEMORANDUM OF UNDERSTANDING (MOU) are as set forth above. This MOU is a non-binding document which reflects the interest of each of the Parties in cooperatively pursuing the Purpose of this MOU as set forth in Section II. Each of the Parties has jurisdiction over or influence affecting the lands and waters in and surrounding the Town which may be accessible by members of the public for recreation and enjoyment.

When meeting or acting in their collective capacities, the Parties are referred to below and may be referred to publicly as the “Mammoth Lakes Trails and Public Access Commission.” [“Trails Commission” for purposes of this MOU].

This MOU is formally known as the “Mammoth Lakes Trails and Public Access Memorandum of Understanding”. [“Trails Commission MOU” for purposes of this MOU]. It may be referred to publicly as the “MLTPA MOU.”

II. PURPOSE; AREA OF INFLUENCE.

The Town contains and is surrounded by forests, meadows, lakes and waterways that constitute some of the most accessible, pristine public lands in the Sierra, and indeed in the country. All Parties to this MOU have an interest in preserving these lands on behalf of the public, and the public has a right to enjoy the experiences these lands can provide.

Therefore, the Purpose of this MOU is 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.*

The Town’s Area of Influence consists of approximately 125 square miles of land surrounding the Town. Subject to more precise planning or mapping, that shall become the Area of Influence for the application of this MOU and any agreements among the parties, or any of them, which may come about as a result of this MOU.

II. CONSISTENCY WITH APPLICABLE LAWS.

Public lands are owned by the people and held in trust for them by various governmental agencies created by them. The people have a right to enjoy those lands consistent with applicable laws governing their use by and preservation for all the people. Unless otherwise agreed by an affected Party, this MOU is meant to be applied and interpreted in a manner consistent with all applicable laws, charters and ordinances, and by rules and regulations promulgated by any agency which is a Party to this MOU, and by the budget policies of any such agency. It is understood that no action by the Trails Commission shall be binding on any such agency without the consent of its governing body or relevant authorizing agent.

III. THE COLLABORATIVE PLANNING CONCEPT.

The individual Parties to this MOU have various responsibilities with respect to the issue of access to public lands. Each Party recognizes, however, that in carrying out those responsibilities, its efforts may be enhanced by joint planning and general cooperation with the other entities which have jurisdiction over or influence on activities within the Area of Influence.

All Parties agree that collaborative planning in selected areas of emphasis may have a synergistic effect that enhances the efforts of any one Party. For example, in order to avoid confusion on the part of members of the public seeking access to public lands, it would be desirable to have a consistent, integrated system of trails, trail-marking and signage. This would in turn engender confidence in members of the public that their governmental agencies are working harmoniously in the public interest.

A collaborative planning process presupposes significant involvement of members of the public at every reasonable opportunity. Therefore, to the extent necessary to carry out the objectives of this MOU, the Parties agree to schedule and publicly notice meetings to discuss planning concepts as well as specific plans which may be recommended for implementation by agencies or entities which are party to this MOU. Members of the public will be urged to actively participate in the meetings.

The Parties to this MOU agree that their representatives participating in meetings and actions of the Trails Commission shall refer all matters requiring action by a Party to that Party's decision-making body or agent. For example, matters requiring action by the Town shall be referred to the Town Council; matters requiring action by the USFS shall be referred to the Forest Supervisor (or such other person whose approval is required). The Parties further agree that they will take reasonably expeditious action on any such matters.

IV. PROCEDURES.

The Parties to this MOU may adopt Rules and Procedures for the conduct of the business and meetings of the Trails Commission. Otherwise actions shall be taken by a majority of those Parties present and voting at a meeting called for the purpose of taking action under or implementing any of the provisions of this MOU or any recommendations to the governing bodies or authorized agents of the parties to this MOU.

Since the purpose is so well defined and so obviously for the greater good of the public, the procedural goal of the Parties is to create a system which operates by consensus on the basis of open, intelligent discussion without the rancor and recrimination which often occurs in public debate. Meetings will be conducted and actions taken in that spirit.

V. AREAS OF EMPHASIS.

A. Evolving Process.

As the Trails Commission pursues its objectives under this MOU, it will develop various plans and implementation strategies for recommendation to the governing bodies or authorized agents of the Parties to this MOU. Its efforts will evolve in response to its deliberations and to information and ideas offered by members of the public and other interested entities and agencies.

B. Initial Areas of Emphasis.

A first task of the Trail Commission will be to develop, hold public hearings on as deemed by the Parties to be necessary, and adopt a list of initial areas of emphasis relevant to the Purpose of this MOU.

VI. GENERAL MATTERS.

A. Freedom of Information Act (FOIA).

Any information furnished to the United States Forest Service under this MOU is subject to the Freedom of Information Act (FOIA).

B. Participation in Similar Activities.

This MOU in no way restricts any Party hereto from participating in similar activities with other public or private agencies, organizations, and/or individuals.

C. Commencement; Expiration; Termination.

This MOU takes effect upon the date the last of the signatories hereto has executed this MOU and shall remain in effect for a period of five (5) years from such date unless extended. This MOU may be extended or amended upon request of any party hereto and the further written agreement of each Party. Any Party to this MOU may terminate its participation in this MOU, and remove itself as a Party hereto, by written notice the other Parties.

D. Responsibilities of Parties.

The Parties to this MOU and their respective agencies, officers, employees and/or agents will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the purposes herein set forth. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

E. Principal Contacts of Parties.

The principal contacts of each Party to this MOU are set forth on Exhibit A attached hereto.

F. Non-Fund Obligating Document.

Nothing in this MOU shall obligate any Party hereto to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property between or among the Parties, or any of them, will require execution of separate agreements and be contingent upon the availability of appropriate funds, any must be independently authorized by the appropriate statutory authority, where applicable under the practices, rules or regulations of any Party.

G. Establishment of Responsibility.

This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any Party against any other Party, or its agencies, officers, employees, or agents, or any individual.

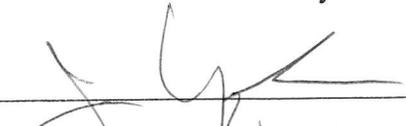
H. Authorized Representatives.

By signature below, the each Party certifies that the individuals signing this document on behalf of such Party, or listed in this documents as a contact for such Party, are authorized to act in their respective areas for matters related to this MOU.

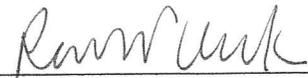
WHEREFORE, the Parties to this MOU execute the same as set forth hereinafter. This MOU may be executed in counter-parts, each of which shall be deemed an original and which shall be retained by the Trails Commission.

Exhibit A: Trails Commission Signatories

Inyo National Forest


Name: Jim Upchurch
Position: Forest Supervisor

Town of Mammoth Lakes


Name: Robert Clark
Position: Town Manager

County of Mono


Name: BYNG HUNT
Position: SUPERVISOR - DISTRICT 5

Mammoth Community Water District


Name: GARY SISSON
Position: GENERAL MANAGER

Mammoth Lakes Fire Protection District


Name: BRENT HARPER
Position: FIRE CHIEF

Mammoth Mountain Ski Area



[Handwritten signature]

Name: _____

Position: _____

National Park Service

Name: _____

Position: _____

California Department of Transportation

[Handwritten signature]

Name: Brad Mettman

Position: Deputy District Director - Planning Dist. 9

City of Los Angeles

Name: _____

Position: _____

California Lahontan Regional Water Quality Control Board

Name: _____

Position: _____

Mammoth Lakes Trails and Public Access

[Handwritten signature]

Name: _____

Position: PROGRAMS / EXHIBIT INFORMATION