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Mountains Recreation and Conservation Authority

**MEMORANDUM OF UNDERSTANDING AMONG THE
NATIONAL PARK SERVICE, CALIFORNIA DEPARTMENT OF PARKS
AND RECREATION, SANTA MONICA MOUNTAINS CONSERVANCY, AND
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY ON
PREPARATION OF THE
SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA INTERAGENCY
TRAIL MANAGEMENT PLAN AND JOINT ENVIRONMENTAL IMPACT
STATEMENT/ENVIRONMENTAL IMPACT REPORT**

I. INTRODUCTION AND BACKGROUND

In accordance with Title 42, Chapter 55, USC § 4332, of the National Environmental Policy Act of 1969; and Sections 21000 – 21178.1, California Public Resources Code, of the California Environmental Quality Act of 1970, the National Park Service, California Department of Parks and Recreation, Santa Monica Mountains Conservancy, and Mountains Recreation and Conservation Authority intend to prepare a joint environmental impact statement/environmental impact report (EIS/EIR) for an interagency regional trail management plan (TMP) for the Santa Monica Mountains National Recreation Area (SMMNRA).

SMMNRA encompasses 153,250 acres, with approximately 80,500 acres of public protected lands and the rest in private or other government ownership. Within the national recreation area, there is a 450-mile public trail network made up of trails and dirt service roads under management by the agencies participating in this Memorandum of Understanding (MOU). The greater Santa Monica Mountains trail network adjacent to the national recreation area features over 80 additional miles of public trails, several of which feed into the recreation area. Much of the trail network consists of utility and old ranch roads that were inherited and are not necessarily constructed to public trail management standards. After almost 25 years of continuous land acquisition, the public trail network has grown significantly, and several trails now cross parkland jurisdictional boundaries. There is the need to formulate an interagency regional trail management plan.

In 2008, the National Park Service, California Department of Parks and Recreation, Santa Monica Mountains Conservancy and the Mountains Recreation & Conservation Authority, hereinafter referred to collectively as the “partner agencies,” entered into a Cooperative Management Agreement (CMA) for the cooperative management of SMMNRA. The CMA calls out cooperation on a “Regional Trail Management Plan to provide uniform standards and guidelines for managing trail in the Cooperative Zone” (Article III (6)(b), SMMNRA CMA,

2008). The partner agencies are moving forward with preparation of the TMP and associated compliance documentation, the EIS/EIR. The TMP EIS/EIR will meet all environmental compliance documentation and public involvement requirements dictated by NEPA and CEQA. The plan and compliance document will present a range of alternatives for a 20-year vision for the SMMNRA public trail network; associated facilities including trailheads, backcountry trail camps, and signage; and use designation. Based on identified desired conditions for park natural, cultural and recreational resources, the TMP will recommend trail management practices to streamline interagency management of the trail network to protect park resources and facilitate a safe, enjoyable, and jurisdictionally seamless recreational trail experience.

II. PARTIES

This Memorandum of Understanding (MOU) is entered into by and among the National Park Service (NPS), California Department of Parks and Recreation (CDPR), Santa Monica Mountains Conservancy (SMMC), and the Mountains Recreation and Conservation Authority (MRCA), and will become effective as of the latest date shown below on the signature page.

III. PURPOSE

The purpose of this MOU is to direct the partner agencies to take necessary actions to prepare the TMP and associated EIS/EIR in a cooperative, collaborative, and timely manner.

IV. AUTHORITY TO ENTER INTO THIS MOU

A. Pursuant to 16 U.S. C. § 1a-2(*l*), the NPS is authorized to cooperate with State and local park agencies for the more effective and efficient management of adjacent park areas, so long as the administrative responsibilities for any unit of the National Park System are not transferred.

B. Pursuant to Section 6500 *et seq* of the Government Code of the State of California, CDPR, SMMC, and MRCA may enter into agreements with agencies of the United States and other public agencies for the joint exercise of any power common to the contracting agencies, such as the common power of CDPR, SMMC, MRCA, and NPS to administer, protect, develop, and interpret the property under their jurisdictions for park and recreation purposes.

V. OBJECTIVES

1. Agency Roles

- NPS and CDPR will perform as joint lead agencies in the preparation of the TMP EIS/EIR.
- SMMC and MRCA will participate as responsible agencies.

2. Staffing and Resources

- The partner agencies commit to maintain adequate staffing and resources to implement the provisions of this MOU. Responsible staff at this time consist of the following. If any of these individuals becomes unavailable to continue with TMP EIS/EIR preparation, replacement staff will be assigned.

NPS: Melanie Beck, Outdoor Recreation Planner and NPS TMP Team Leader
Luis Aguilar, GIS Technician

CDPR: [who], Associate Landscape Architect, Sacramento
[who], APRS Planning, Sacramento
[who], APRS District, Angeles District
Dale Skinner, Trail Coordinator, Angeles District
[who], Environmental Scientist
[who], Archaeologist
Alan Kilgore, [GIS Specialist], Sacramento

SMMC: Joseph T. Edmiston, Executive Director

MRCA: Rorie Skei, Chief Deputy Executive Officer
Fernando Gomez, Chief Ranger

3. Consultant Contract Management

- CDPR will be responsible for handling invoicing, payments, and general oversight of the consultant's performance.
- NPS and CDPR will be responsible for providing all needed materials to the consultant on a timely basis.

4. NEPA/CEQA Requirements

- The partner agencies will cooperate to determine the most efficient environmental review process and documentation that will meet NEPA and CEQA legal requirements, along with all other federal, state, and local compliance mandates.

5. Task A—Project Initiation

- NPS and CDPR will provide professional advisement, technical assistance, GIS data, equipment, office space, and other services and materials needed to complete the Tasks associated with preparation of the joint TMP EIS/EIR, as follows in Items 6-14.
- The partner agencies will contribute field data, and NPS and CDPR will complete attribution necessary to complete the GIS Trail and Trailhead Inventories for EIS/EIR preparation.
- The finalized GIS data layers for EIS/EIR preparation will reside on the NPS SMMNRA GIS.
- NPS and CDPR will jointly host the on-site office and field trip kick-off meeting with the consultant.

6. Task B—Public Involvement Meetings

- Provide legal notification and logistic and materials support for three sets of public meetings: 1) workshop #1, regroup/restart/public scoping; 2) workshop #2, conceptual alternatives, and 3) workshop #3, draft plan and draft EIS/EIR presentation.
- All partner agencies will provide to NPS the public notification mailing lists for compilation into one mailing list to be conveyed to the consultant for distribution of documents for public review.
- NPS and CDPR will post all required notifications with Federal Register, State Clearinghouse and selected local public advertising media.
- NPS and CDPR will cooperatively prepare and handle interagency consultations throughout the TMP EIS/EIR process. Consulting agencies may include Coastal Commission, State Historic Preservation Office, the Native American community, National Marine Fisheries Service, US Fish and Wildlife Service, State Department of Fish and Game, the State Water Board, and other agencies as applicable.
- NPS and CDPR will reserve meeting venues, provide staffing, and prepare display-quality maps, graphics, and written materials needed for each meeting.
- NPS and CDPR, with input from SMMC and MRCA as needed, will summarize comments from the first two sets of workshops, and will also prepare formal responses to comments submitted during the review period and public workshop #3 for the draft plan and EIS/EIR.

7. Task C—Draft EIS/EIR Existing Conditions/Affected Environment Chapters

- NPS and CDPR will provide professional input to the consultants on current conditions associated with resource issues to be analyzed by the consultant for the EIS/EIR, including topics considered but dismissed.
- All partner agencies will provide copies of existing visitor surveys, resource reports, and planning documents to aid the consultant's understanding and summary of current conditions.

- NPS will provide the consultant all available GIS layers at SMMNRA relevant to describing current conditions, including maps, graphics, and tabular data depicting current trail network facilities and use designation.

8. **Task D—Draft EIS/EIR GIS-based Alternatives and Support Graphics**

- CDPR, with assistance from NPS, will prepare Trail Use Designation Change Request Surveys for existing trails proposed to have a different use designation.
- NPS and CDPR, with input as needed from SMMC and MRCA staff, will design up to three feasible TMP alternatives for analysis in the EIS/EIR.
- NPS will attribute the GIS data to reflect the draft alternatives and will convey maps, graphics, and tabular summaries to the consultant for analysis and inclusion in the draft EIS/EIR.

9. **Task E—Draft EIS/EIR Alternatives Narrative**

- NPS and CDPR will jointly develop descriptions of each TMP alternative, including a comparative matrix of the objectives and highlights of each alternative.
- NPS will convey the finalized TMP alternatives to the consultant.

10. **Task F—Draft EIS/EIR Impact Analyses/Environmental Consequences**

- NPS and CDPR will provide professional input to the consultants on resource issues to be analyzed by the consultant for the EIS/EIR, including topics considered but dismissed.
- All partner agencies will provide copies of existing visitor surveys, resource reports, and planning documents to aid the consultant's impact analysis.
- NPS and CDPR will provide the consultant all available GIS layers at SMMNRA relevant to topics recommended for impact analysis.

11. **Task G—Draft EIS/EIR Other Components and Compilation**

- NPS and CDPR will draft introduction sections, including the Purpose and Need, Institutional Framework, etc.
- NPS and CDPR will review the consultant's draft mitigation monitoring and reporting program.
- All partner agencies will review the consultant's compilation of the internal review draft EIS/EIR and provide input to the consultant for incorporation into the public release draft EIS/EIR.

12. **Task H—Draft EIS/EIR Consultation and Coordination**

- All partner agencies will provide scoping workshop updates to public notification and mailing lists for consultant's distribution of the draft EIS/EIR.
- NPS, with assistance as needed from CDPR and the consultant, will prepare consultation letters for interagency consultation and coordination on the draft EIS/EIR with Coastal

Commission, State Historic Preservation Office, the Native American Community, National Marine Fisheries Service, US Fish and Wildlife Service, State Department of Fish and Game, State Water Board, and other agencies as applicable.

- After public workshop #3 to receive input on the draft TMP EIS/EIR, NPS and CDPR, with assistance as needed from SMMC, MRCA, and the consultant, will respond to comments from the public and the consultation agencies. NPS will finalize the Response to Comments section for the final TMP EIS/EIR.
- CDPR will draft the CEQA findings, and in cooperation with the other partner agencies, the agency decision will be prepared.

13. **Task I—Final EIS/EIR and Final Plan**

- After the consultant has compiled the draft final EIS/EIR, the partner agencies will carry out internal review.
- After the consultant has incorporated all agency changes and has prepared copies of the final plan and final EIS/EIR, NPS and CDPR will publish the record of decision and notice of determination required by NEPA and CEQA.

14. **Task J—Project Management**

- NPS and CDPR will participate in an estimated eight client/consultant advisory group meetings. The meetings will be arranged to reduce staff and consultant travel to the maximum extent feasible.

VI. GENERAL PROVISIONS

1. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the NPS, CDPR, SMMC, or MRCA.
2. Nothing in this MOU binds NPS, CDPR, SMMC, or MRCA to perform beyond their respective authorities.
3. Nothing in this agreement may be construed to obligate the NPS to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the NPS, CDPR, SMMC, or MRCA to spend funds on any particular project or purpose, even if funds are available.
4. The mission requirements, funding, personnel, and other priorities of the NPS, CDPR, SMMC, or MRCA may affect their ability to fully implement all the provisions identified in this MOU.
5. Specific activities that involve the transfer of money, services, or property between or among the partner agencies will require execution of separate agreements or contracts.

6. Nothing in this MOU is intended to or shall be construed to restrict the NPS, CDPR, SMMC, or MRCA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
7. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the NPS, its officers, employees, or agents, or any other person. [Is this sentence is missing something?]
8. Any information furnished between the partner agencies under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. § 552 et seq. (FOIA) and the California Public Records Act, Gov. code § 6250 et seq. (CPRA). The partner agencies agree to consult each other prior to releasing potentially privileged or exempt documents.
9. This MOU is subject, as applicable, to the laws of the United States of America and the State of California.
10. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in federal or California state law, the United States Constitution, or the California State Constitution, as applicable.
11. The NPS, CDPR, SMMC, or the MRCA may each terminate its participation in this MOU at any time through written notification to the other partner agencies.
12. The NPS, CDPR, SMMC, or the MRCA may each amend or modify this MOU if the other partner agencies agree.
13. This MOU shall remain in effect for an initial term of three (3) years after its effective date and may be renewed if all parties agree.
14. Any party to this MOU will obtain prior approval of the other partner agencies of all press releases, published advertisements, or other statements intended for the public that refer to this MOU, to the partner agencies in connection with this MOU, or the name or title of any employee of the partner agencies in connection with this MOU.
15. No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted on behalf of the NPS, or to any benefit to arise thereupon.
16. Nothing in this MOU may be interpreted to imply that the NPS endorses any product, service, or policy of CDPR, SMMC, or MRCA. CDPR, SMMC, and MRCA will not take any action or make any statement that suggests or implies such an endorsement.
17. The NPS, CDPR, SMMC, and MRCA will comply with the Federal Advisory Committee Act to the extent it applies.

VII. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

- National Park Service: Santa Monica Mountains National Recreation Area Superintendent
- CDPR: Angeles District Superintendent
- SMMC: Executive Director
- MRCA: Chief Deputy Executive Officer

VIII. APPROVALS

Woody Smeck, Superintendent Date
National Park Service
Santa Monica Mountains National Recreation Area

Craig Sap, Superintendent Date
Angeles District
California Department of Parks and Recreation

Joseph T. Edmiston, Executive Director
Santa Monica Mountains Conservancy

Rorie Skei, Chief Deputy Executive Officer Date
Mountains Recreation & Conservation Authority