

MEMORANDUM OF UNDERSTANDING
between the
USDA FOREST SERVICE,
NATIONAL PARK SERVICE, BUREAU OF LAND MANAGEMENT
CALIFORNIA AND OREGON/WASHINGTON STATE OFFICES,
CALIFORNIA STATE PARKS
and the
PACIFIC CREST TRAIL ASSOCIATION

This Memorandum of Understanding (MOU) is made and entered into by and between the Pacific Crest Trail Association, hereinafter referred to as the PCTA and the USDA Forest Service (Regions 4, 5, and 6), the USDI, National Park Service (Pacific West Region), Bureau of Land Management (State Offices of California, Oregon/Washington), and the California State Parks, hereinafter referred to as the GOVERNMENT.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties in accordance with the following provisions.

To facilitate the improvement, management and operation of the Pacific Crest National Scenic Trail (PCNST) as a single long-distance trail, consistent with the PCNST Comprehensive Management Plan and GOVERNMENT Land, Resource, and Visitor Use Management Plans.

To facilitate the coordination, development and distribution of informational, educational and interpretive material related to the PCNST.

To encourage and manage volunteer involvement in the management, operation and protection of the PCNST.

To recognize the PCTA as the major partner in the planning, development, management, operation, and protection of the PCNST.

To document the agreement to coordinate in the planning, development, management, operation and protection of the PCNST.

II. STATEMENT OF MUTUAL INTEREST AND BENEFIT

Whereas, it is mutually beneficial to provide for the comprehensive development, management, planning and coordination of the managing and operating activities that occur on the PCNST. Furthermore, it is mutually beneficial to develop, maintain and encourage trail use and enjoyment and encourage volunteer involvement in supporting the PCNST throughout its 2,650 miles linking Federal, State, and private lands from Mexico to Canada; including National Forests, National Parks, Tribal Lands, Bureau of Land Management lands and California State Parks. Continuous efforts are underway to locate and construct the trail in the most desirable location, consistent with the PCNST Comprehensive Plan, and

Whereas, the GOVERNMENT is dedicated to responsible management of the Nation's natural resources, including the PCNST, through the involvement of concerned citizen groups, and

Whereas, the PCTA is a 501(c) (3) nonprofit corporation with a mission to protect, preserve and promote the Pacific Crest National Scenic Trail as a world-class experience for hikers and equestrians, and for all the values provided by wild and scenic lands, and

Whereas the PCTA has been established to provide information, coordinate volunteer work, serve as a communications link among users and land management agencies, and assist partner agencies in the maintenance, restoration and protection of the PCNST, and

Whereas, the parties recognize that it is critical for employees and volunteers to ensure safe working conditions and operations, operate chain saw and crosscut saws safely and comply with GOVERNMENT training requirements.

III. THE PACIFIC CREST TRAIL ASSOCIATION SHALL

- A. Coordinate with the GOVERNMENT in developing, publishing and distributing informational, educational and interpretive materials related to the PCNST. The PCTA will publish a magazine encouraging the use, enjoyment, protection, and improvement of the PCNST. The PCTA will develop and maintain a dedicated website, respond to informational requests via phone, fax, internet or walk-ins and disseminate publications encouraging volunteer involvement in PCNST projects and programs. The PCTA will update its own PCNST maps, brochures, and information.
- B. Coordinate with the GOVERNMENT in the implementation of trail handbook standards on all PCNST projects conducted by PCTA or volunteers cooperating with the PCTA across lands administered by the respective GOVERNMENT agencies.
- C. Take the lead in developing a volunteer recruitment and donation program for the purpose of providing assistance to the GOVERNMENT in the management and operation of the PCNST.
- D. Assist the GOVERNMENT in developing trail management strategies including identifying the optimum trail location reviews, construction, reconstruction, and maintenance plans for the PCNST.
- E. Designate a representative to meet and coordinate MOU activities with the GOVERNMENT representative.
- F. Coordinate with and assist the GOVERNMENT with the issuance of Permits for locations where the PCNST passes through an area that has limited entry quota. Minimum trip length distances and specific permit requirements will be coordinated with GOVERNMENT representatives.
- G. Encourage its members and volunteers to work with local GOVERNMENT officials to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities, when appropriate.

IV. THE GOVERNMENT SHALL

- A. Provide technical assistance to the PCTA in developing and executing construction, reconstruction, and maintenance projects.
- B. Provide technical assistance to the PCTA in developing, publishing and distributing informational, educational, and interpretive materials related to the PCNST. The GOVERNMENT will provide articles for publication in the PCTA magazine.
- C. Provide opportunities for the PCTA to comment on future GOVERNMENT publications concerning the PCNST prior to publication.
- D. Advise the PCTA on the implementation of GOVERNMENT trail design, construction and maintenance, safety and accessibility handbook standards and expected results on the PCNST projects conducted by PCTA volunteers.
- E. Cooperate with the PCTA in the development of volunteer programs including recruitment and training of volunteers. Coordinate GOVERNMENT volunteer programs and training with the PCTA to provide instruction and guidance for volunteers working on the PCNST.
- F. Coordinate with the PCTA for the development, publication, and interpretation of appropriate PCNST related information, management, operation, and protection.
- G. Designate a GOVERNMENT PCNST trail manager for the trail who will provide coordination with the PCTA designated representative on PCNST matters.
- H. Provide leadership in the development of instruction guides for trail signing, maintenance activities, construction and reconstruction activities.
- I. Use the GOVERNMENT Volunteer Agreement (OF301A Volunteer Service Agreement--Natural & Cultural Resources) to allow PCTA volunteer's participation on projects occurring on the PCNST. PCTA-sponsored volunteers will be considered participants authorized by the Volunteers in National Forests Act of 1972 (VIF) --16 U.S. Code § 558, Volunteers in National Parks (VIP) P.L. 91-357 of 1970, or Bureau of Land Management (BLM) volunteer program (P.L. 98-540 of 1984), depending on where the volunteer work occurs.
 1. If the PCTA volunteer work occurs on National Forest System lands, or lands and/or easements acquired for the PCT and assigned to the Forest Service, the PCTA and the Forest Service local unit will work together to bring the volunteer on under the Forest Service Volunteer Program
 2. If the PCTA volunteer work occurs on National Park lands, or lands and/or easements acquired for the PCT and assigned to the National Park Service, the volunteer will be working under the VIP program and will be considered a National Park Service volunteer.
 3. If the PCTA volunteer work occurs on Bureau of Land Management lands, or lands and/or easements acquired for the PCT and assigned to the Bureau of Land Management, the volunteer will be working under the Bureau of Land Management volunteer program and will be considered a BLM volunteer.
 4. If the PCTA volunteer work occurs on California State Park lands (which are typically under easement), the volunteer will be working under the federal volunteer program where the easement is assigned. PCTA will

also coordinate all activities with California State Parks to ensure park resource and safety concerns are addressed.

5. PCTA volunteer work activities in support of the PCT program not covered in situations A-E above will be considered National Forest volunteer work under the VIF program.
- J. Provide PCTA with notice to make timely comments on GOVERNMENT actions that may affect the PCNST.
- K. Provide PCTA with known appropriate information about private landowner's proposed actions that may affect the PCNST.
- L. Authorize the PCTA to use the PCNST servicemark (logo) on publications (both printed and electronic), letterhead, and other materials related to the PCNST where the use contributes to purposes of education and conservation of the PCNST. Additionally the PCTA may use the PCNST servicemark to recognize volunteers, on fundraising materials and merchandise and in materials used for advocacy work.
- M. Use the GOVERNMENT funding processes as available and appropriate by execution of separate funding transactions to assist the PCTA with costs of activities pursuant to this MOU.

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

- A. Coordinate in the management and operation of the PCNST and feeder trails including, but not limited to, signing, condition surveys, trailhead and trail use surveys, water development, construction and maintenance activities.
- B. Jointly plan and conduct an annual PCNST management meeting with the objective of coordinating management of the PCNST in accordance with the PCNST Comprehensive Management Plan and GOVERNMENT Land, Resource, and Visitor Use Management Plans.
- C. At least annually, conduct a meeting to discuss outreach and potential avenues to share resources, coordinate work projects, seek funding opportunities, and other items of mutual concern.
- D. Review matters covered by this MOU at one of the annual meetings. It is the intent of the parties to arrange for continuing consultation to reach prompt agreement on matters covered by this MOU. The GOVERNMENT PCNST manager shall be responsible for arranging consultation meetings. The Executive Director from PCTA shall be included in setting meeting agendas. Future goals may be established by mutual consent.
- E. Agree that two-way communication and consultation is essential to the success of this partnership and that actions by either party which affects items of mutual interest will follow this principle. The local representative for the GOVERNMENT will be the

Forest Supervisors for National Forests, Superintendents for National Parks, District Managers for the Bureau of Land Management and Superintendents for California State Parks, or their designated representative. The PCTA contact person will be the Executive Director and CEO.

- F. Agree that compliance with safety procedures and protocols is paramount. Chain saw and crosscut operations involving PCTA staff and volunteers will be complied with as outlined in Exhibit A.
- G. NOTICES. Any communications affecting the operations covered by this agreement given by the GOVERNMENT or PCTA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the GOVERNMENT PRINCIPLE CONTACTS, at the address specified in the MOU.
- To PCTA, at Address shown in the MOU or such other address designated within the MOU.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the GOVERNMENT Agencies from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of PCTA's contributions made under this MOU do not by direct reference or implication convey THE GOVERNMENTS endorsement of PCTA's products or activities.
- J. 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 laws. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. RECORDS MANAGEMENT. The GOVERNMENT owns the rights to information collected as a result of the Volunteer Agreement(s) authorized in this MOU. All records (paper and electronic) created or produced in part or in whole are to be maintained for three years and made available upon request. Additionally the number of volunteer hours and trail maintenance/construction accomplishments are to be reported by agency/unit annually.
- L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for PCTA 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.
- M. 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.
- N. 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).
- O. 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.
- P. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of all participants and shall remain in effect for ten years from the date of execution. This MOU may be extended or amended upon written request of any party and the subsequent written concurrence of the other(s). Any party may terminate this MOU with a 60-day written notice to the other(s).
- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. DEBARMENT AND SUSPENSION. PCTA shall immediately inform the GOVERNMENT 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 PCTA or any of their

principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the GOVERNMENT without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- S. 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.
- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for ten years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- U. 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.
- V. RESPONSIBILITIES OF PARTIES. All parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- W. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

PCTA Project Contact
Liz Bergeron
Executive Director and CEO
Pacific Crest Trail Association
1331 Garden Highway
Sacramento, CA 95833
Phone: 916 285 1846
FAX: 916 285 1865
E-Mail: lbergeron@pcta.org

Forest Service Project Contact
Beth Boyst
Pacific Crest Trail Program Manager
United States Forest Service
1323 Club Drive
Vallejo, CA 94592
Phone: 707-562-8881
FAX: 707-562-9055
E-Mail: bboyst@fs.fed.us

**CA Bureau of Land Management
Project Contact**
Mark Conley
NLCS Program Manager
California State Office
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825
Phone: 916-978-4641
FAX: (916) 978-4657
E-Mail: Mark_Conley@blm.gov

**OR/WA Bureau of Land Management
Project Contact**
Christopher Knauf
Outdoor Recreation Planner (Travel
Management)
Oregon State Office
1220 S.W. 3rd Avenue
Portland, OR 97204
Phone: (503)808-6427
FAX: (503)808-6021
E-Mail: cknauf@blm.gov

CA State Parks Project Contact
Alexandra J. Stehl
Interim Statewide Trails Manager
CA State Parks
1416 9th Street, Room 1442-7
Sacramento, CA 95814
Phone: (916) 651-8713
FAX: 916-653-4458
E-Mail: astehl@parks.ca.gov

National Park Service Project Contact
Steve Gibbons
Acting Park Superintendent
Lassen Volcanic National Park
PO Box 100
Mineral, CA 96063
Phone: 530-595-6101
FAX: 530-595-3262
E-Mail: Steve_Gibbons@nps.gov

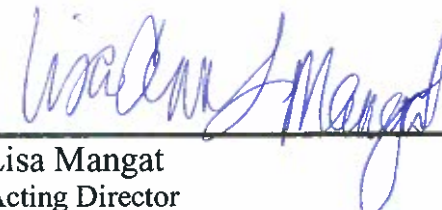
- X. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate participating entities to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the GOVERNMENT and other entities will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- Y. 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 a party against the United States, its agencies, its officers, or any person.
- Z. This document supersedes the earlier MOU between PCTA and the GOVERNMENT (09-MU-11052008-213) executed on 11/30/2009.

THE PARTIES HERETO have executed this instrument.

Pacific Crest Trail Association


 12/16/2014
Liz Bergeron
PCTA Executive Director and CEO Date

California Department of Parks and Recreation


 4/24/15
Lisa Mangat
Acting Director Date

USDA Forest Service

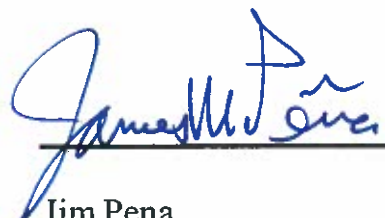
Intermountain Region

 5/12/2015
for Nora B. Rasure
Regional Forester Date

Pacific Southwest Region

 1/7/15
Randy Moore
Regional Forester Date

Pacific Northwest Region

 1/29/2015
Jim Pena
Regional Forester Date

US Department of Interior, National Park Service

Pacific West Region

for *Patricia A. Neubacher*
Christine S. Lehnertz
Regional Director
Date *5/1/15*

US Department of Interior, Bureau of Land Management

Oregon and Washington

Jerome E. Perez *Feb. 4, 2015*
Jerome E. Perez
State Director
Date

California

James G. Kenna *2/24/2015*
James G. Kenna
State Director
Date

Forest Service Technical Review Signatures

The authority and format of this instrument has been reviewed and approved for signature
by:



Vigdis Jacobsen
WO, Grants Management Specialist 12/09/14
Date

Exhibit A
Chain saw and Crosscut Saw Operations

MEMORANDUM OF UNDERSTANDING
between
US FOREST SERVICE
USDI NATIONAL PARK SERVICE, BUREAU OF LAND MANAGEMENT,
CALIFORNIA STATE PARKS
and the
PACIFIC CREST TRAIL ASSOCIATION

Introduction

Safety is paramount for employees and volunteers working on the Pacific Crest National Scenic Trail (PCNST). Use of chainsaws and crosscut saws is frequently needed for clearing trails sufficiently for horse and hiker travel and routine trail maintenance.

Standards for Saw Operation on the PCNST – all lands

1. PCTA volunteers and staff using saws will adhere to the USDA FSH 6709.11 standards for saw operations.

The Forest Service Health and Safety Code Handbook (FSH 6709.11) is recognized as one of the best available industry standards for non-logging chain saw and crosscut saw operations. The requirements tier to the OSHA standards and include requirements for operator training, operator certification, operator recertification, required protective equipment, and first aid/CPR training.

2. Formal training courses are to be utilized. Either the Chain saw and Crosscut Saw Training Course Tech. Rep. 0667–2805 (Student) and 2804 (Instructor)–MTDC developed by the Missoula Technology and Development Center or the NWCG S212 Wildland Fire Chain Saw course will be utilized as the basis for chain saw and crosscut saw operator training for the non-fire environment.

It is understood by all parties that participation in a training course by an individual PCNST volunteer is not a guarantee of certification. Instructors have complete authority to limit the scope of the certification on any operator, including restrictions on projects, functions, and material size, based on demonstrated performance.

3. Personal Protective Equipment (PPE) is required for use of crosscut and chainsaws. The specific equipment required is outlined in a job hazard analysis (USFS) or risk management (BLM) document. No work is authorized to occur without appropriate PPE. The GOVERNMENT, PCTA, and volunteers may provide PPE. The volunteer is responsible for non-specialty safety-toe protective footwear (including steel-toe shoes or steel-toe boots) and non-specialty prescription safety eyewear, everyday work clothing; or ordinary clothing, skin creams, or other items used solely for protection from the weather.

4. Requirements for first aid training and the ability to call for assistance. The GOVERNMENT Job hazard analysis's for saw operations outline the need for sawyers to be able to call for assistance and render aid. No work is authorized to occur without

appropriate training and communications in place. GOVERNMENT, PCTA, and volunteers may provide this training and communication (cell phones, radios, etc.)

5. Reporting Requirements of Accidents and Near-misses: The accident policies and responsibilities for investigation lie with the GOVERNMENT agency where the sponsored volunteer work was occurring under agreement at the time of the incident. All occupational injuries, illnesses, and fatalities are to be reported.

Additionally, the Pacific Crest Trail Program Manager and Executive Director of PCTA should be notified, once the appropriate response has been taken, if one of the following situations occurs: One or more volunteers suffer severe or fatal injuries or severe illness; Accidental property damage of \$5,000 or more; or release of a reportable quantity of a hazardous substance into the environment.

GOVERNMENT PROVISIONS

The USDA Forest Service Shall:

1. Provide chain saw and crosscut saw operator safety training, certification, and recertification opportunities using Forest Service instructors to meet the needs of PCTA volunteers and staff to the fullest extent possible; and especially to meet the needs of the PCTA on National Forest System lands.
2. Maintain records of the training, certifications, and recertifications conducted by Forest Service Instructor/Certifiers and Instructors and make these records available to other parties on request.
3. Accept and recognize as valid the certifications of chain saw and crosscut saw operators under this instrument, including those trained by Forest Service instructors, National Park Service instructors, Bureau of Land Management instructors, and PCTA-affiliated instructors.
4. With the other parties, provide required personal protective equipment and supplies to meet the needs of the PCT chain saw and crosscut operators, to the fullest extent possible.
5. Assist the PCTA in developing a cadre of instructors trained and certified to agency requirements to provide training and certification for PCTA volunteers. These instructors would be able to train and certify operators to the level necessary for normal trail maintenance. They would document this training and level of certification and provide copies to the local agency instructors where the work is being performed.

The USDI National Park Service (NPS) and Bureau of Land Management (BLM) Shall:

1. Provide chain saw and crosscut saw operator safety training, certification, and recertification opportunities using National Park Service and Bureau of Land Management instructors to meet the needs of PCTA volunteers and staff to the fullest extent possible; and especially to meet the needs of the PCTA on National Park and Bureau of Land Management lands.

2. Maintain records of the training, certifications, and recertifications conducted by NPS and BLM Instructor/Certifiers and Instructors and make these records available to other parties on request.
3. Accept and recognize as valid the certifications of chain saw and crosscut saw operators under this instrument, including those trained by Forest Service instructors, National Park Service instructors, Bureau of Land Management instructors, and PCTA-affiliated instructors.
4. With the other parties, provide required personal protective equipment and supplies to meet the needs of the PCTA chain saw and crosscut operators, to the fullest extent possible.

PCTA PROVISIONS

PCTA shall:

1. Provide chain saw and crosscut saw operator safety training, certification, and recertification opportunities using PCTA-affiliated Instructor/Certifiers and Instructors to meet the needs of the PCTA volunteers and staff to the fullest extent possible.
2. Maintain records of the training, certifications, and recertifications conducted by PCTA Instructor/Certifiers and Instructors and make these records available to other parties on request. Maintain list of currently certified sawyers for all PCTA sponsored volunteers.
3. Accept and recognize as valid the certifications of chain saw and crosscut saw operators under this instrument, including those trained by Forest Service instructors, National Park Service instructors, Bureau of Land Management instructors, and PCTA-affiliated instructors.
4. With the other parties, provide required personal protective equipment and supplies to meet the needs of the PCTA chain saw and crosscut operators, to the fullest extent possible.
5. Coordinate with local units of the Forest Service, National Park Service, Bureau of Land Management, PCTA staff and volunteers to schedule training, certification, and recertification opportunities led by Forest Service, National Park Service, Bureau of Land Management, and PCTA-affiliated Instructors.