MEMORANDUM OF UNDERSTANDING
Between
NATIONAL PARK SERVICE
and
COUNTY OF MARIN

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 30th day of June, 2015, by and between the COUNTY OF MARIN ("County"), and the NATIONAL PARK SERVICE ("NPS"). County and NPS may hereinafter be referred to as a "Party," or collectively, the "Parties."

ARTICLE I –BACKGROUND

Visitation to Muir Woods National Monument (Muir Woods) has steadily increased, especially at peak periods, overwhelming the current transportation infrastructure that serves it, including Muir Woods Road (aka Franks Valley Road). During peak visitation periods, problematic conditions can exist along Muir Woods Road, including experiencing over 400 vehicles parked along the Muir Woods Road shoulder. Although there is a portion of Muir Woods Road that contains viable and reasonably safe roadside parking, much of the road being used as Muir Woods overflow parking is not suitable, resulting in unsafe conditions and/or actual or potential damage to natural resources.

The NPS, in consultation with California Department of Parks and Recreation (CDPR) and County, has conducted a variety of studies and expert analyses, and has proposed a feasible approach to these issues using a vehicle parking reservation system. The Parties have a common responsibility and desire to cooperatively implement a parking reservation, public transit and enforcement program that will substantially improve these conditions.

This agreement does not presume or supersede any regulatory, compliance, and/or permitting requirements for individual actions herein. Actions that are subject to regulatory or permitting requirements will fulfill these requirements prior to implementation.

ARTICLE II- GOALS

The Parties enter into this MOU with the following goals:

1. To protect, preserve and enhance the health of Redwood Creek watershed, including its salmonids.
2. To reduce traffic congestion at Muir Woods, on Muir Woods Road and in the local communities adjacent to and leading to Muir Woods.
3. To improve traffic and pedestrian safety and reduce environmental impacts that may arise from parking along Muir Woods Road.
4. To increase local transit and better manage buses, both commercial buses and public transit.

While the actions outlined in this MOU will take place over a number of years and some improvements will be gradual, the County and NPS are committed to meeting milestones, making steady progress on common goals, and reporting publicly on that progress, including parking enforcement, to all interested stakeholders.

ARTICLE III- OBJECTIVES

The Parties have agreed on the following action objectives:

A. To identify a Parking Management Corridor, as shown on Attachment A to this MOU, where the Parties will manage parking along Muir Woods Road as set forth in this MOU.
B. To identify a Parking Enforcement Corridor, as shown on Attachment A to this MOU, where the Parties will undertake parking enforcement along Muir Woods Road as set forth in this MOU.
C. To implement a reservation system for visitors using motorized transportation modes within approximately two years of the execution of this MOU.
D. To eliminate all shoulder parking along Muir Woods Road downstream of the Redwood Creek Bridge (the "Bridge") near Muir Woods entrance within five years of implementing the reservation system.
E. To initially restrict parking on Muir Woods Road downstream of the Bridge to no more than 80 spaces during peak periods and make best efforts to reduce parking to 50 spaces during non-peak periods (October 1 through April 30), until the reservation system is operational, but no later than June 1, 2016, after which time further reductions, leading to the elimination of such parking, will occur as specified in this MOU.
F. To maintain approximately 30 spaces along the road upstream of the bridge for parking or vehicle queueing, not including buses.
G. To commence a process to upgrade and expand parking facilities on NPS property to reduce environmental impacts from current facilities and to relocate some of the parking currently downstream of the bridge.
H. To work together to improve water quality and environmental conditions for Redwood Creek and its fisheries.
I. To communicate about individual environmental compliance requirements within their responsibility, where applicable, including the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).
J. To jointly work to expand public transit to Muir Woods utilizing Marin Transit's Muir Woods Shuttle.
K. To improve joint management and enforcement of traffic and parking laws to improve safety and protect resources.
L. To communicate and collaborate with CDPR on matters related to this MOU.

ARTICLE IV - ACTIONS

A. Upon execution of this MOU, and prior to the start of the reservation system, the Parties will take the actions listed below:

1. Both Parties agree to:
    a. Reduce parking on Muir Woods Road downstream of the Bridge to no more than 80 vehicles during peak periods as soon as it can be practically achieved, but no later than June 1, 2016.
    b. Jointly identify parking restriction measures, such as signs, bollards, and fencing that will be implemented incrementally throughout the Parking Enforcement Corridor, as shown on Attachment A. Implementation responsibilities are defined below.
    c. Undertake interim storm water management measures to reduce potential impacts from roadside parking on Redwood Creek (Attachment C).
    d. Maintain access to Mt. Tamalpais State Park trailheads, such as Deer Park Fire Road, for State Park users.
    e. Hold and participate in a public County Board of Supervisors meeting at least once a year, and a community meeting held in Southern Marin, once a year, to discuss progress on implementation

of this MOU and be available for questions and receive public input, and which meetings shall be noticed no less than 30 days in advance.

f. To acknowledge that by providing the NPS with the authority necessary to enforce traffic and parking regulations throughout the Parking Enforcement Corridor, the Sheriff does not relinquish or reduce any of its existing authority to perform these functions during the entire term of the MOU.

2. The NPS agrees to:
   a. Provide funding for materials needed to install parking restriction measures.
   b. Develop a reservation system for managing motorized access and parking at Muir Woods, including within the Parking Management Corridor, subject to compliance with environmental and other applicable laws.
   c. Continue to partner with Marin Transit to provide public transit service to Muir Woods, subject to the completion of an additional agreement for negotiated sharing of costs of operating the Muir Woods Shuttle and coordination on shuttle fares.
   d. Commence parking management and enforcement utilizing a portion of existing staff time on Muir Woods Road upon receipt of authority from Marin County Sheriff.
   e. Provide additional NPS Law Enforcement Ranger capacity (equivalent to 1 full time person) for parking enforcement and management within Muir Woods National Monument and along the Parking Enforcement Corridor and assume primary responsibility for parking management and enforcement along that corridor beginning no later than January 1, 2016.
   f. Provide all bus and tour company licensees, and all other carriers providing visitation transportation to Muir Woods with a copy of the County of Marin's ordinance regulating bus size and road access.
   g. Undertake or coordinate with CDPR to undertake interim storm water management measures within the Parking Management Corridor (subject to obtaining the required permission from the County of Marin).
   h. Coordinate with CDPR to ensure annual non-toxic vegetation management for safety purposes within the right-of-way in areas where physical barriers prevent efficient access by County Road Maintenance staff.

3. The County agrees to:
   a. Approve implementation of parking restriction measures, including issuing NPS and/or CDPR, or their contractors, the necessary encroachment permits, subject to any necessary compliance actions, and to assist NPS and/or CDPR with implementation.
   b. Issue NPS and/or CDPR, or its agents, an encroachment permit to install interim storm water measures within the County right of way.
   c. Adopt a County Ordinance that prohibits or restricts the stopping, parking or standing of vehicles and provides preferential parking privileges to NPS under which NPS may issue permit or permits, and which allows NPS, through its contractors, to charge and retain a reservation fee for parking permits. Such Ordinance shall be limited on Muir Woods Road to the Parking Management Corridor (identified in Attachment A).

d. In collaboration with NPS' own enforcement efforts, the Sheriff's Office will maintain primary enforcement responsibility for parking along the Parking Enforcement Corridor until NPS assumes that primary responsibility on January 1, 2016.
e. Subject to approval of the Sheriff, provide the NPS with the explicit authority necessary to enforce traffic and parking regulations throughout the Parking Enforcement Corridor.
f. Install no parking signs and continue to explore feasibility of tow away zones.

B. For a 5 year period beginning upon initiation of the NPS's parking reservation system, the Parties agree to the following:

1. The Parties agree to:
   a. Hold and participate in a public County Board of Supervisors meeting at least once a year, and to hold a community meeting at least once a year, to discuss progress on implementation of this MOU, and be available for questions and receive input from the public.
   b. To continue to collaborate and undertake projects that improve habitat conditions for salmon and other species in the Redwood Creek corridor.

2. The County agrees to:
   a. Issue any permits to the NPS to perform routine day-to-day operational responsibilities within the Parking Management Corridor.
   b. Through the preferred parking authorization, limit Muir Woods-related parking downstream of the bridge on Muir Woods Road to no more than 80 vehicles for the first 2.5 years of the reservation system operation, but no later than June 1, 2016, then to no more than 40 vehicles between years 2.5 and 5 years of reservation system operation, and then to 0 (zero) vehicles after 5 years of reservation system operation.
   c. The exception to the limits described above is that during periods of construction on projects within the Muir Woods area that displaces vehicles parked elsewhere in the watershed, up to 80 vehicles may be parked downstream of the bridge.
   d. Provide the NPS with the explicit authority necessary for it, through its contractors, to manage the reserved parking within the Parking Management Corridor.
   e. Continue to conduct all non-routine maintenance actions for the entirety of Muir Woods/Frank Valley Road, such as the repair or stabilization of the alignment required due to land movement and landslides, and the long term maintenance program associated with the road, including the maintenance, replacement, and/or renewal of asphalt road surface, drainage structures, and road sub-surface, subject to available funding for such actions.

3. The NPS agrees to:
   a. Operate a parking reservation system, through a contractor, to the extent consistent with the NPS's compliance actions, for all motorized arrivals to Muir Woods, in the following manner:
      i. Require reserved permit parking in the area defined in the Parking Management Corridor and in the NPS Muir Woods parking lots in accordance with section IV. B.2 above.
      ii. Collect reservation/permit fees from Muir Woods visitors to support the system's operation and other obligations in this Agreement.

iii. Manage the reservation system resulting in visitation levels that are at or below those identified as "Total Capacity – This Alternative" in Attachment B.
iv. Prohibit bus parking along Muir Woods Road and require tour bus operators to secure a reservation.
v. Manage changeable message signs (CMS) along Highway 101 and other State or local roads to support the reservation system.
vi. Provide information on its website and public service announcements to inform visitors of the need to secure a reservation.

b. Assume routine day-to-day operational responsibilities within the Parking Management Corridor, which includes, but is not limited to, parking management, non-toxic vegetation management, litter collection, and routine maintenance (surface treatment) of shoulder and pedestrian areas.
c. Upon commencement of the reservation system, provide one additional NPS Law Enforcement Ranger capacity (equivalent to 1 full time person, for a total of 2 full time employees) for routine day to day operational responsibilities for parking enforcement and management within Muir Woods National Monument and along the Parking Enforcement Corridor.
d. Require all contractors working for NPS to provide the necessary insurance certificates and endorsements naming the County as additional insured. Also, NPS will require all contractors/concessionaires working within the Muir Woods Road county right of way to indemnify, defend and hold the County, its officers, agents and employees harmless from any and all claims, suits or liability, including, but not limited to, litigation costs and attorney's fees which the County may incur as the result of any and all claims and suits for personal injury, property damage or inverse condemnation related to the contractors'/concessionaires' contract work.

ARTICLE V-TERM, DISPUTE RESOLUTION, AND TERMINATION

The initial term of this MOU shall remain in effect for a period not to exceed seven (7) years from the fully executed MOU date unless prior thereto it is terminated. The Parties will confer at the conclusion of the initial term and review the outcomes and objectives. The Parties may, upon mutual agreement in writing, renew the MOU and agree on any amendments, attaching such amendments to this MOU. However, prior to any amendment to or renewal of this MOU, such amendments or renewal must be presented to the public in one of the annual meetings required under Article IV of this MOU. In addition, any amendments must be presented in writing as part of the public noticing required by Article IV of this MOU for the annual meetings.

If either Party identifies a material failure of the terms and conditions of this agreement which results in a dispute, they may notify the other Party in writing. The Parties will follow-up with meetings and communications to resolve the dispute over the course of 90 days with the goal to mutually agree on a timeframe and approach to remedy the failure, depending on the gravity of the failure. If the Parties cannot resolve the dispute within the 90 days, the parties shall mutually agree to mediate the dispute over the course of the following 90 days.

Following the above process, and if the dispute is not resolved, either Party may provide 180 day notice to terminate the MOU for cause.

ARTICLE VI-EXPENDITURE OF FUNDS AND RESOURCES

Nothing in this MOU shall be construed as obligating NPS or County to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this agreement shall be subject to each PARTY'S budgeting procedure and separate agreement.

ARTICLE VII-GENERAL AND SPECIAL PROVISIONS

A. Non-Discrimination
All activities pursuant this MOU shall be in compliance with the requirement of Executive Order 11246; Title VI of the *Civil Rights Act of 1964,* as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973,* as amended, *87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Lobbying Prohibition
18 *U.S.C. § 1913*, Lobbying with Appropriated Moneys – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to Members of congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

C. Anti-Deficiency Act
31 U.S.C. §1341- Nothing contained in this MOU shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

D. Liability

1. Each Party accepts responsibility for any property damage, injury or death that occurs in connection with its implementation of this Agreement to the extent that such damage, injury or death is caused by its own negligent acts or omissions, or willful misconduct, or the negligent acts, omissions, or willful misconduct of its officers, employees and/or agents acting within the scope of their employment, agency or official capacity, to the fullest extent permitted by law.

2. Each Party agrees to cooperate in the investigation of any claims that may be filed with any other Party arising out of or in any way connected to activities authorized pursuant to this Agreement. In particular, the NPS agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this Agreement.

3. Except as expressly provided for herein, nothing in this Agreement shall be construed as creating joint liability with regard to any of the activities undertaken in implementation of this Agreement. Nothing in this Agreement shall be construed as giving any of the Parties the right or ability to bind the others or create any joint liability with regard to, or as a result of, the activities undertaken to implement this Agreement.

4. All employees or agents of a Party shall remain employees or agents of that Party and shall be subject to the laws, procedures, rules and policies governing that Party's employees and/or agents.

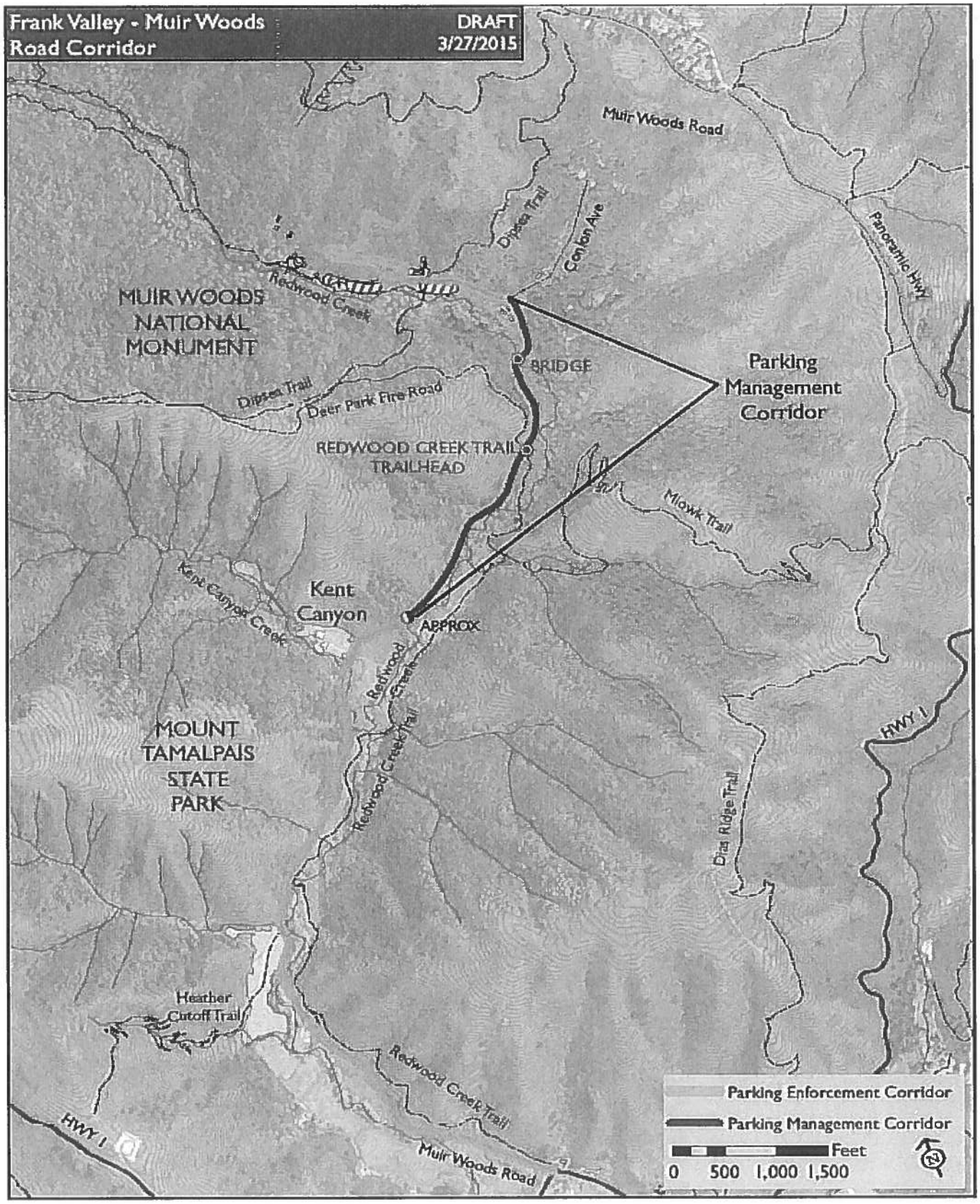
ARTICLE VIII-AUTHORIZED SIGNATURES

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this agreement.

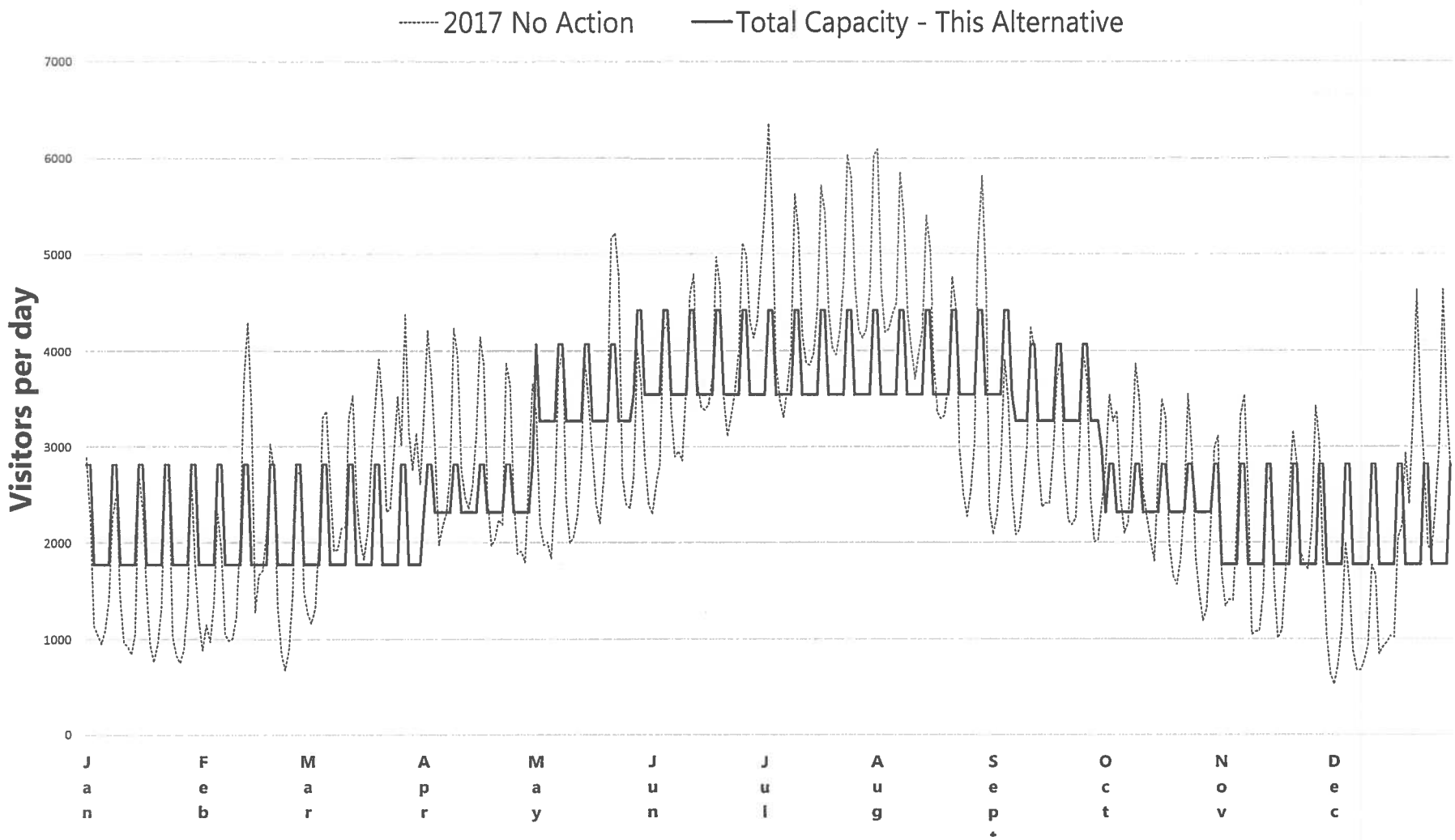
_____ Date 12/23/2015
Chris Lehnertz
General Superintendent
Golden Gate National Recreation Area

_____ Date 6-30-15
Katie Rice
President of the Board
County of Marin

ATTACHMENT A



ATTACHMENT B



Attachment C

Muir Woods Memorandum of Understanding
Stormwater Management Best Management Practices

The stormwater management best management practices (BMPs) described in the Memorandum of Understanding can include, but are not limited to, the BMPs described below. These uniform practices are generally applied to areas that have historically been used for shoulder parking along Muir Woods Road but will, in the future, be zoned No Parking and /or blocked by physical barriers. The BMPs may also be used where vehicles are currently parked but will be prohibited from parking over time.

The BMPs are consistent with the State of California's National Pollution Discharge and Elimination System (NPDES) 2013 General Permit for Stormwater Discharge from Small Separate Storm Sewer Systems (Phase II Permit) and with the Marin County Code Chapter 23.18 Stormwater Runoff Pollution Prevention. As such, these BMPs are implemented as ministerial actions that are consistent with construction phase BMPs, Marin County Code, and the Phase II Permit, and use fixed objective standards with little or no judgment required to implement the BMPs on existing public roadways and with negligible or no expansion of existing use.

- Preserve existing native vegetation.
- Conduct any potentially soil disturbing activity when rain is not in the forecast.
- Properly install and maintain temporary measures designed to keep soil and any construction related pollutants from leaving a work site during soil disturbing activities.
- Avoid any practice that concentrates runoff.
- Where parking is removed, roughen surfaces, remove ruts, and vegetate and mulch areas.
- Install fiber rolls where there are bare soils and the rolls will trap sediment runoff.
    - Install downslope of exposed erodible area
    - Install on contour
    - Key in at least 3" and use stakes as needed to hold in place
    - Maintain proper installation
    - Use fiber rolls made of natural materials without plastic net
- Best management practices applied to areas where parking is removed or to trap sediment will be installed to minimize runoff concentration.