

RELEASE AND MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the County of El Dorado (“County”) and American Whitewater and its coalition members, which include the Access Fund, California Sportsfishing Protection Alliance, Friends of the River, Foothill Conservancy, American River Recreation Association, California Canoe and Kayak, California Outdoors, Placerville Bikeshop, and Mother Lode Century (“Coalition”) to address issues relating to the County’s construction of a safer bridge to replace vehicle passage over the existing Mosquito Bridge and the continued pedestrian and vehicle access to the South Fork American River near the existing Mosquito Bridge.

RECITALS

WHEREAS, the existing Mosquito Bridge is structurally deficient and functionally obsolete for vehicular traffic and unable to accommodate emergency and larger commercial vehicles; and

WHEREAS, the County is able to obtain federal Highway Bridge Funds to build a new, safer bridge to replace the vehicle access provided by the existing Mosquito Bridge (“New Bridge Project”) and the environmental impacts of that Project are under environmental review pursuant to the California Environmental Quality Act (“CEQA”), as documented in the Environmental Impact Report that was previously distributed for public review and comment (State Clearinghouse Number 2015062076); and

WHEREAS, the Parties fundamentally disagree about whether the County adequately complied with CEQA regarding the New Bridge Project and further disagree about whether any recreational use of the area near the existing Mosquito Bridge is part of the New Bridge Project; and

WHEREAS, the Parties agree that it is desirable to permit members of the public to use undeveloped property in its natural condition and access navigable waters of the state, including the South Fork American River; and

WHEREAS, the Parties agree that public health, safety, and welfare are of utmost importance; and

WHEREAS, the Parties desire to undertake efforts to maintain the status quo of pedestrian and vehicle access to the South Fork American River and parking near the existing Mosquito Bridge to the extent feasible; and

WHEREAS, on February 14, 2017, and independent of the New Bridge Project, the County Board of Supervisors voted to maintain the existing Mosquito Bridge for pedestrian and bicycle use following construction and operation of the New Bridge Project and to budget maintenance costs from the Sacramento Municipal Utilities District funding that the County receives from the Upper American River Project El Dorado – SMUD Cooperation Agreement; and

WHEREAS, the Parties desire to work cooperatively in addressing the concerns of both Parties with regard to maintaining pedestrian and vehicle access to the South Fork American River and parking near the existing Mosquito Bridge while maintaining adequate emergency vehicle access at that location; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the Coalition mutually agree as follows:

The recitals stated above are incorporated herein by reference.

A. Pedestrian and Bicycle Access across the Existing Mosquito Bridge

1. The County has the present intent to maintain the existing Mosquito Bridge and will take reasonable good faith efforts to continue to maintain the existing Mosquito Bridge for pedestrian and bicycle use following construction and operation of the New Bridge Project;
2. The County anticipates that the cost to maintain the existing Mosquito Bridge for pedestrian and bicycle use will be about \$15,000 annually and the Parties understand that continued maintenance could become economically infeasible if it substantially exceeds the estimated cost, the County lacks sufficient funds in the future, or the existing Mosquito Bridge is significantly damaged; and
3. If the County determines that maintenance of the existing Mosquito Bridge becomes economically infeasible, the County will meet and confer with the Coalition prior to making a decision about the future of the existing Mosquito Bridge and will reasonably collaborate in good faith with the Coalition to pursue funding options to maintain the existing Mosquito Bridge.

B. Pedestrian and Vehicle Access to the South Fork American River Near the Existing Mosquito Bridge

1. Except as otherwise set forth herein, the County will not restrict vehicle or pedestrian access from dawn to dusk, 365 days per year, on either the Placerville or Swansboro side of the South Fork American River from Mosquito Road, continuing to the existing Mosquito Bridge;
2. The Parties recognize that the County maintains Mosquito Road pursuant to a public road easement, but does not own land upon which Mosquito Road crosses near the South Fork American River or any land surrounding the South Fork American River near the existing Mosquito Bridge;
3. The Parties agree that the South Fork American River near the existing Mosquito Bridge is undeveloped natural land and that the area is not recognized, sanctioned, or developed by the County as a “put in” or “take out” for rafting or recognized, sanctioned, or developed by the County as an area for any other recreational activities, including but not limited to fishing, hiking, biking, or rock climbing, and nothing in this MOU purports to or will be interpreted to alter these facts in any way or impose any obligation on the County to develop the area for recreational use. That said, the Parties further agree that nothing in this MOU purports to or

will be interpreted in any way as affecting, modifying, foreclosing, or waiving any claim to a proscriptive easement in the area obtained through public use;

4. The Coalition agrees to utilize its existing means of communication with the public, such as its website and social media accounts, to undertake reasonable efforts in good faith to help notify the public about restricted parking areas and the importance of not trespassing onto private property, maintaining fires, or leaving litter or other waste in the area surrounding the existing Mosquito Bridge; and
5. The Parties agree that the County may prohibit or restrict pedestrian and/or vehicle access to the South Fork American River from Mosquito Road or the use of Mosquito Road at any time after execution of this MOU for maintenance or repairs that necessitate a temporary road closure or if the County Department of Transportation determines, in its sole discretion, that any condition of Mosquito Road, shoulders along the road, culverts, retaining walls, the existing Mosquito Bridge, the South Fork American River, or any other condition poses a threat to public safety, provided that the County publicly discloses the specific condition giving rise to the public safety concern through the method utilized at the time of the closure to communicate road closures and conditions to the public, along with the estimated time needed to address the condition so that access may be restored.

C. Parking

1. The Parties agree that adequate parking areas near the existing Mosquito Bridge will benefit the recreational users of the area while also decreasing the burden on surrounding private property owners from individuals illegally parking on private property;
2. The County has not designated or sanctioned parking places at or near the existing Mosquito Bridge on the public road easement or surrounding private property;
3. The Parties agree that limited informal parking occurs along the shoulders of the public roadway easement on the Placerville-side of the South Fork American River, although the area lacks sufficient space to provide County-compliant parking spaces;
4. After the New Bridge Project is complete and the existing Mosquito Bridge is no longer used for vehicle passage, the County agrees to refrain from posting “no parking” signs along portions of Mosquito Road near the South Fork American River to provide an option for “off-road” parking for a minimum of four to six cars while maintaining one lane open for vehicle passage to the river and allowing sufficient space near the existing Mosquito Bridge for vehicles to turn around, provided that this “off-road” parking option may be abandoned if a more permanent parking solution under paragraph 5 of this section is provided for more than six cars;
5. The County agrees that it will continue to reasonably work with the Coalition in good faith to identify potential long-term parking solutions on either the Placerville or Swansboro side of

the South Fork American River to provide reasonably convenient parking to access the South Fork American River near the existing Mosquito Bridge;

6. The Parties understand that the commitment of the County to reasonably work in good faith to identify potential long-term parking solutions is not a commitment on behalf of the County to expend any funds, purchase any land, or construct or operate new parking facilities and that any federal funds obtained for the New Bridge Project cannot be used for a recreational purpose; and
7. The Coalition recognizes that its efforts in raising funds or seeking grant funds will likely be necessary to assist in the development of any long-term parking facility. The County will use reasonable good faith efforts to assist the Coalition in that effort including, but not limited to, supporting the Coalition's grant applications, provided that the County is not committing to expend funds and maintains the discretion to independently consider the merits of any efforts or grant applications.

D. Waiver of Claims

1. The Coalition, on behalf of itself, member organizations and any parent or subsidiary organizations or companies of the member organizations, and any shareholders, employees, and members of each and every Coalition organization, agree to waive, release, and forever discharge and covenant not to sue the County, its officers, employees, agents, or volunteers for any and all legal challenges and claims, whether known or unknown, in any court or administrative agency or body based on any and all legal and equitable theories arising out of or related to the County's preparation of an Environmental Impact Report ("EIR") for the New Bridge Project, including the County's certification of the EIR and issuance of a Notice of Determination, or impacts to river access to the South Fork American River at or near the existing Mosquito Bridge that result from the New Bridge Project or this MOU, including but not limited to any claim under CEQA or for damages, declaratory relief, or injunctive relief, with the exception of claims that may accrue in the future based on the County's violations or revisions of adopted mitigation measures for the New Bridge Project.
2. The Coalition expressly waives any rights or benefits available to them under the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Coalition represents that they have had the opportunity to consult with legal counsel regarding the significance of the waiver of Civil Code section 1542 and acknowledges that they or their attorneys may hereafter discover facts different from or in addition to those that they or their attorneys now know or believe to be true and further agree that this MOU shall be and remain in effect as a full and complete release notwithstanding such different or

additional facts. The parties agree this waiver is an essential and material term of this Agreement;

3. The Parties agree that if any action or proceeding covered by paragraph 1 of this section is instituted, this MOU may be plead as a full and complete defense thereto;
4. The Coalition agrees that execution of this MOU addresses its prior comment letters submitted as part of the public review of the environmental document for the New Bridge Project;
5. The Coalition agrees that it or its members and affiliates will not aid in any way, encourage, or assist any other individuals or organizations in commenting on or seeking to challenge the environmental review of the New Bridge Project or bringing any action or proceeding covered by paragraph 1 of this section; and
6. If any action covered by paragraph 1 of this section is brought and the County successfully obtains dismissal, judgement, or any other relief or remedy of the entire action based on this MOU, the organization(s) and/or individual(s) that brought the action shall reimburse the County for reasonable attorneys' fees and costs in defending the action if that organization(s) and/or individual(s) is a party to this MOU.

E. Joint Press Release

1. The parties agree that any communication related to this MOU or the events leading to it that is made (a) to the media; or (b) on the County's, the Coalition's, or a Coalition organization's website, Facebook page, other social media electronic platform, or other printed or electronic platform or means of communication with the public will be exclusively in the form of the Joint Press Release, attached as Exhibit A, which was drafted by and mutually agreed to by the parties.

F. General Provisions

1. The Parties agree to cooperate in good faith to carry out the provisions and intent of this MOU. The Parties agree to meet and confer in good faith to try to resolve any conflicts arising under this MOU prior to bringing any actions in court to enforce the MOU.
2. This MOU pertains to disputed potential claims and issues and does not constitute an admission of liability by County, its officers, employees, agents, and volunteers. Neither this MOU nor the fact that it has been entered into shall be construed as an admission of liability nor shall anything contained within this MOU be construed or deemed to be evidence of any admission of any liability or wrongdoing, whatsoever, or any admission of any allegation made in a comment letter to the environmental review of the New Bridge Project or any other written or verbal allegation made about issues related to this MOU.

3. This MOU is binding upon the heirs, executors, administrators, corporate successors, and assigns of the Parties, and each of them, and is entered into by the Parties freely and voluntarily without fraud, duress, or undue influence and without reliance on any representation by any person, Party, or entity released, after full recommendation and approval by respective attorneys for represented Parties, each of whom has fully discussed the same with the particular Party which is his or her client.
4. If suit is brought to enforce or interpret any part of this MOU, or the rights or obligations of any Party, including, but not limited to, an action to recover damages for the breach of this MOU or to secure specific performance of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and costs.
5. This MOU is not intended to, and will not be construed to, confer a benefit or create any right for a third party. The Parties agree no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.
6. It is understood that private property owners near the existing Mosquito Bridge are not a party to this MOU and the MOU is not intended to, and will not be construed to, impose any obligation or responsibility on any landowner who owns property over which Mosquito Road crosses or at or near the South Fork American River near the existing Mosquito Bridge.
7. Nothing in this MOU purports to or will be interpreted in any way as a commitment by the County to collaborate exclusively with the Coalition on any issues covered by or related to this MOU and the County may collaborate or work with any other individuals or organizations on issues covered by or related to this MOU.
8. The County officer or employee with responsibility for administering this MOU is Breann Moebius, Deputy County Counsel, or successor. All notices to be given by the Parties shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
County Counsel's Office
330 Fair Lane
Placerville, CA 95667
ATTN: Breann Moebius, Deputy County Counsel

Or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fairlane
Placerville, CA 95667
ATTN: Laura Schwartz, Deputy Chief Administrative Officer

Notices to the Coalition shall be addressed as follows:

SOLURI MESERVE
510 8th Street
Sacramento, CA 95814
ATTN: Patrick Soluri

Or to such other location as the Coalition directs.

With a copy to:

American Whitewater
P.O. Box 1540
Cullowhee, NC 28723
ATTN: Theresa Simsiman, California Stewardship Director

9. The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties, including all Coalition member organizations, to the obligations set forth herein. This MOU is binding on any member of a Coalition organization that is a member at the time of execution even if that individual subsequently relinquishes membership in the Coalition organization.
10. This MOU shall be interpreted as if drafted by all Parties. No provision of this MOU shall be interpreted or construed against any Party because such Party or its counsel was the sole or principal drafter of the MOU or any provision thereof.
11. If any provision, part, sentence, or word of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.
12. This MOU and any exhibits thereto are the entire agreement between the Parties and it supersedes all prior written or oral agreements or understandings between the Parties. This MOU may only be modified by mutual consent of the Parties in writing fully executed by duly authorized officers of the Parties.

13. Each Party hereto acknowledges that each of them has the right and opportunity to secure the advice and assistance of legal counsel with respect to this MOU and further acknowledges that they understand the terms and conditions of this MOU.
14. This MOU shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce this MOU shall be brought in the Superior Court in and for the County of El Dorado.
15. Each Party shall bear its own respective costs and expenses and pay its own respective attorneys' fees incurred in the events related to and undertaken to prepare and execute this MOU.
16. This MOU may be signed in counterparts and shall be effective on the date fully executed by all Parties and shall remain in effect until terminated by the County as set forth herein.
17. Except as expressly provided for herein, nothing in this MOU shall restrict the discretion of the County. The Parties further recognize and acknowledge that the County is a political subdivision of the State of California. As such, the County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, the County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

IN WITNESS WHEREOF, the parties do affix their signatures as follows:

DATED: 4-28-17

AMERICAN WHITEWATER

By: 
 THERESA SIMSIMAN
 California Stewardship Director

DATED: _____

AMERICAN WHITEWATER

By: _____
 DAVE STEINDORF
 Special Projects Director

13. Each Party hereto acknowledges that each of them has the right and opportunity to secure the advice and assistance of legal counsel with respect to this MOU and further acknowledges that they understand the terms and conditions of this MOU.
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IN WITNESS WHEREOF, the parties do affix their signatures as follows:

DATED: _____

AMERICAN WHITEWATER

By: _____
THERESA SIMSIMAN
California Stewardship Director

DATED: 5-5-2017

AMERICAN WHITEWATER

By: 
DAVE STEINDORF
Special Projects Director

DATED: May 2, 2017

AMERICAN RIVER RECREATION
ASSOCIATION

By: Bill Center
BILL CENTER

DATED: _____

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

By: _____
CHRIS SHUTES
FERC Projects Director

DATED: _____

CALIFORNIA OUTDOORS

By: _____
NATE RANGEL
President

DATED: _____

ACCESS FUND

By: _____
KATIE GOODWIN
Public Lands Associate
California Regional Director

DATED: _____

FRIENDS OF THE RIVER

By: _____
RONALD STORK
Senior Policy Staff

DATED: _____

AMERICAN RIVER RECREATION
ASSOCIATION

By: _____
BILL CENTER

DATED: April 26, 2017

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

By: Chris N. Stutes
CHRIS STUTES
FERC Projects Director

DATED: _____

CALIFORNIA OUTDOORS

By: _____
NATE RANGEL
President

DATED: _____

ACCESS FUND

By: _____
KATIE GOODWIN
Public Lands Associate
California Regional Director

DATED: _____

FRIENDS OF THE RIVER

By: _____
RONALD STORK
Senior Policy Staff

DATED: _____

AMERICAN RIVER RECREATION
ASSOCIATION

By: _____
BILL CENTER

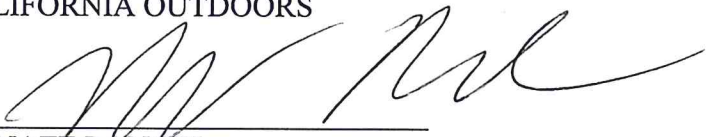
DATED: _____

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

By: _____
CHRIS SHUTES
FERC Projects Director

DATED: 5-4-17

CALIFORNIA OUTDOORS

By: 

NATE RANGEL
President

DATED: _____

ACCESS FUND

By: _____
KATIE GOODWIN
Public Lands Associate
California Regional Director

DATED: _____

FRIENDS OF THE RIVER

By: _____
RONALD STORK
Senior Policy Staff

□ DATED: _____

AMERICAN RIVER RECREATION ASSOCIATION

By: BILL CENTER

DATED: _____

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

By: CHRIS SHUTES
FERC Projects Director

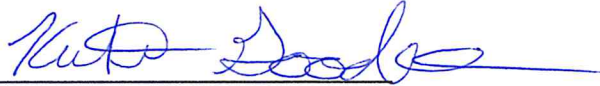
DATED: _____

CALIFORNIA OUTDOORS

By: NATE RANGEL
President

DATED: 4/28/2017

ACCESS FUND

□ By: 
KATIE GOODWIN
Public Lands Associate
California Regional Director

DATED: _____

FRIENDS OF THE RIVER

By: RONALD STORK
Senior Policy Staff

DATED: _____

AMERICAN RIVER RECREATION
ASSOCIATION

By: _____
BILL CENTER

DATED: _____

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

By: _____
CHRIS SHUTES
FERC Projects Director

DATED: _____

CALIFORNIA OUTDOORS

By: _____
NATE RANGEL
President


DATED: _____

ACCESS FUND

By: _____
KATIE GOODWIN
Public Lands Associate
California Regional Director

DATED: May 2, 2017

FRIENDS OF THE RIVER

By: 
RONALD STORK
Senior Policy Staff

DATED: 5/5/17

FOOTHILL CONSERVANCY

By: R. Winston Bell
R. WINSTON BELL
Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____
BOB MOLINARI
Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By: _____
KEITH MILLER
Owner

DATED: _____

MOTHER LODGE CENTURY

ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL

Vice President

DATED: 5/8/17

PLACERVILLE BIKE SHOP

By: Bob Molinari

BOB MOLINARI

Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By: _____

KEITH MILLER

Owner

DATED: _____

MOTHER LODE CENTURY

ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL
Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____

BOB MOLINARI
Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By:  _____

KEITH MILLER
Owner

DATED: _____

MOTHER LODE CENTURY

ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL
Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____

BOB MOLINARI
Owner

DATED: _____

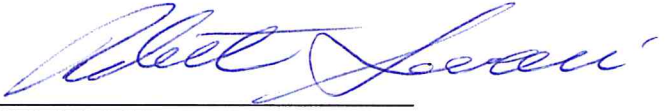
CALIFORNIA CANOE & KAYAK

By: _____

KEITH MILLER
Owner

DATED: 5/5/17

MOTHER LODE CENTURY



ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL

Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____

BOB MOLINARI

Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By: _____

KEITH MILLER

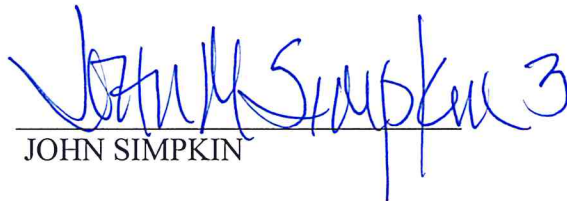
Owner

DATED: _____

MOTHER LODE CENTURY

ROB SWAIN

DATED: 4/22/17



JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL
Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____

BOB MOLINARI
Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By: _____

KEITH MILLER
Owner

DATED: _____

MOTHER LODE CENTURY

ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: 5/3/17

Brian Ginsberg
BRIAN GINSBERG

DATED: _____

JEFFREY WHEELER

DATED: _____

FOOTHILL CONSERVANCY

By: _____

R. WINSTON BELL
Vice President

DATED: _____

PLACERVILLE BIKE SHOP

By: _____

BOB MOLINARI
Owner

DATED: _____

CALIFORNIA CANOE & KAYAK

By: _____

KEITH MILLER
Owner

DATED: _____

MOTHER LODE CENTURY

ROB SWAIN

DATED: _____

JOHN SIMPKIN

DATED: _____

BRIAN GINSBERG

DATED: 5-9-17



JEFFREY WHEELER

DATED: 5-1-17


KEITH GERSHON

DATED: _____

THOMAS MOORE

DATED: _____

VIOLET JAKAB

DATED: _____

HILDE SCHWEITZER

DATED: _____

MACY BURNHAM

DATED: _____

CHRIS TULLEY

DATED: 5/11/17

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: 
SHIVA FRENTZEN
CHAIR

DATED: _____

KEITH GERSHON

DATED: 5/2/17



THOMAS MOORE

DATED: _____

VIOLET JAKAB

DATED: _____

HILDE SCHWEITZER

DATED: _____

MACY BURNHAM

DATED: _____

CHRIS TULLEY

DATED: _____

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: _____
SHIVA FRENTZEN
CHAIR

DATED: _____

KEITH GERSHON

DATED: _____

THOMAS MOORE

JS 5/9/2017
DATED: ~~4/10/2017~~ _____



VIOLET JAKAB

DATED: _____

HILDE SCHWEITZER

DATED: _____

MACY BURNHAM

DATED: _____

CHRIS TULLEY

DATED: _____

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: _____
SHIVA FRENTZEN
CHAIR

DATED: _____

KEITH GERSHON

DATED: _____

THOMAS MOORE

DATED: _____

VIOLET JAKAB

DATED: 4-30-2017



HILDE SCHWEITZER

DATED: _____

MACY BURNHAM

DATED: _____

CHRIS TULLEY

DATED: _____

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: _____
SHIVA FRENTZEN
CHAIR

DATED: _____

KEITH GERSHON

DATED: _____

THOMAS MOORE

DATED: _____

VIOLET JAKAB

DATED: _____

HILDE SCHWEITZER

DATED: 04/24/2017

Macy Burnham
MACY BURNHAM

DATED: _____

CHRIS TULLEY

DATED: _____

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: _____
SHIVA FRENTZEN
CHAIR

DATED: _____

KEITH GERSHON

DATED: _____

THOMAS MOORE

DATED: _____

VIOLET JAKAB

DATED: _____

HILDE SCHWEITZER

DATED: _____

MACY BURNHAM

DATED: 5/1/2017



CHRIS TULLEY

DATED: _____

COUNTY OF EL DORADO AND ITS
BOARD OF SUPERVISORS

By: _____
SHIVA FRENTZEN
CHAIR

APPROVED AS TO FORM:

DATED: 4/28/2017

SOLURI MESERVE

By: 
PATRICK SOLURI

DATED: 5/9/2017

COUNTY OF EL DORADO


By: 
BREANN M. MOEBIUS
Deputy County Counsel

EXHIBIT A

Joint Press Release

NEWS RELEASE



**Chief Administrative Office
El Dorado County**

COUNTY AND COALITION OF RECREATION GROUPS AND LOCAL BUSINESSES AND RESIDENTS REACH AGREEMENT ON MOSQUITO ROAD ACCESS

**FOR IMMEDIATE RELEASE
May 9, 2017**

**CONTACT:
Carla Hass, El Dorado County
(530) 621-4609
Theresa Simsiman, American Whitewater
(916) 835-1460**

(PLACERVILLE, CA) – The County of El Dorado and a coalition comprising American Whitewater, El Dorado County residents and businesses, and other conservation and recreation organizations today announced an agreement assuring continued access to Mosquito Road Bridge aka “The Swinging Bridge” and the South Fork American River. In February 2017, the County Board of Supervisors voted to maintain Mosquito Road Bridge for pedestrian and bicycle use after completion of a new, safer bridge that will carry vehicles across the South Fork American River to Mosquito and Swansboro.

“We’re pleased that we could preserve our commitment to public safety, health and welfare by replacing the unsafe Mosquito Road Bridge to serve the residents of my District while at the same time allowing the public to utilize the bridge and area around it to access a popular waterway for rafting, kayaking, fishing, rock climbing and other recreational activities that El Dorado County is known for,” said Supervisor Michael Ranalli.

In the Memorandum of Understanding reached on May 9, 2017, the County agreed to allow year-round, unencumbered pedestrian and vehicle access to the South Fork American River at the bridge dawn to dusk unless a closure is required for emergencies or maintenance. The agreement also states the County will facilitate informal parking along the road for four to six cars and work with the coalition to consider a more permanent parking solution that won’t require County funds or land purchases.

“Our primary concern was the elimination of a popular river recreation access point that hundreds of people use annually,” said Theresa Simsiman, American Whitewater’s California Stewardship Director. “The County heard our concerns and worked with us to find a solution that would allow residents and visitors continued access for all kinds of recreational use as well as a new, safe bridge.”

County officials anticipate the annual cost of maintaining Mosquito Road Bridge for pedestrian and bicycle use will be approximately \$15,000. The expenses will be covered by Sacramento Municipal Utility District (SMUD) Cooperation Agreement funds. If the Board of Supervisors finds the maintenance to be economically infeasible, it will meet with the coalition to consider other funding options.

“The collaborative nature of the agreement between the County and the coalition will benefit the residents of the county who have concerns about the safety of driving on Mosquito Road Bridge and those who use the area as an access point to enjoy the beauty this county has to offer,” said Ranalli.

Construction on the new bridge is expected to begin May 2020 and be completed by October 2022.

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Providing safe, healthy and vibrant communities, respecting our natural resources and historical heritage