

# **COSUMNES RIVER PRESERVE**

## **COOPERATIVE MANAGEMENT AGREEMENT**

November 2013

## TABLE OF CONTENTS

<b>I.</b>	<b>PURPOSE</b> .....	<b>3</b>
<b>II.</b>	<b>AUTHORITY</b> .....	<b>3</b>
<b>III.</b>	<b>APPLICATION OF THIS AGREEMENT</b> .....	<b>4</b>
<b>IV.</b>	<b>GOALS</b> .....	<b>5</b>
<b>V.</b>	<b>COMMON RESPONSIBILITIES</b> .....	<b>6</b>
<b>VI.</b>	<b>MANAGEMENT AGREEMENT ADMINISTRATORS</b> .....	<b>6</b>
<b>VII.</b>	<b>MEETINGS</b> .....	<b>6</b>
<b>VIII.</b>	<b>COOPERATIVE ADMINISTRATION PROCESS</b> .....	<b>6</b>
<b>IX.</b>	<b>ANNUAL WORK PLAN</b> .....	<b>8</b>
<b>X.</b>	<b>FUNDING</b> .....	<b>8</b>
<b>XI.</b>	<b>BLM'S PARTICIPATION</b> .....	<b>9</b>
<b>X.</b>	<b>CDFW'S PARTICIPATION</b> .....	<b>10</b>
<b>XII.</b>	<b>COUNTY'S PARTICIPATION</b> .....	<b>14</b>
<b>XIII.</b>	<b>CONSERVANCY'S PARTICIPATION</b> .....	<b>15</b>
<b>XIV.</b>	<b>DWR'S PARTICIPATION</b> .....	<b>17</b>
<b>XV.</b>	<b>NRCS'S PARTICIPATION</b> .....	<b>18</b>
<b>XVI.</b>	<b>GJUESD'S PARTICIPATION</b> .....	<b>20</b>
<b>XVII.</b>	<b>REDUCED FUNDING</b> .....	<b>22</b>
<b>XVIII.</b>	<b>AMENDMENT PROCESS</b> .....	<b>22</b>
<b>XIX.</b>	<b>APPLICABILITY OF STATE AND FEDERAL LAW</b> .....	<b>23</b>
<b>XXI.</b>	<b>RELEASE OF LIABILITY</b> .....	<b>23</b>
<b>XXVI.</b>	<b>ELECTED</b> .....	<b>24</b>
<b>XXVII.</b>	<b>SEVERABILITY</b> .....	<b>24</b>

This Cooperative Management Agreement (Agreement) is made and entered into as of the signature dates, by and among the U.S. Bureau of Land Management (BLM), the California Department of Fish and Wildlife (CDFW), the California Department of Water Resources (DWR), the California State Lands Commission (CSLC), Ducks Unlimited (DU), the Galt Joint Union Elementary School District (GJUESD), the Natural Resources Conservation Service (NRCS), the Sacramento County Regional Parks Department (County), and The Nature Conservancy (Conservancy). This Agreement supersedes and replaces all previous versions of this Agreement. This Agreement is based on the following representations and statements of purpose:

## **I. PURPOSE**

This Agreement defines the goals, roles and responsibilities of all the signatory parties to this Agreement (individually, a “Party,” collectively, the “Parties”) for managing and administering all portions of lands that are currently considered part of the Cosumnes River Preserve (Preserve) as of the date of this Agreement (Figure 7.1 and 7.2 in the Preserve’s March 2008 Final Management Plan which can be found on the Preserve’s website at [www.cosumnes.org](http://www.cosumnes.org)). Furthermore, this Agreement signifies the Parties’ intentions to exercise good faith towards implementing the Preserve’s March 2008 Final Management Plan and the subsequent Annual Work Plans throughout the term of this Agreement.

The Parties that either currently own lands that are part of the Preserve, or anticipate owning lands that will become a part of the Preserve, desire to coordinate the protection, care, regulation, administration, improvement, restoration, and management of those lands. The Parties recognize that their respective interests in those lands are subject to different authorities and policies; however, this Agreement is intended by the Parties to facilitate cooperation among them, and design to the greatest extent possible, a cooperative administrative process for the management of Preserve lands.

## **II. AUTHORITY**

This Agreement is entered into under the following authorities of the Parties, among others:

### **BLM:**

The Federal Land Policy and Management Act of 1976 (FLPMA), section 102(a)(8).

### **CDFW:**

California Code of Regulations, Title 14, Section 630, 630(a) and 630 (b)(42).

**DU:**

Articles of Incorporation of Ducks Unlimited, Inc., a nonprofit Washington, D.C. corporation.

**COUNTY:**

Government Code, Section 23004.

**CONSERVANCY:**

Articles of Incorporation of The Nature Conservancy; a nonprofit Washington, D.C. corporation.

**DWR:**

California Water Code, Sections 133, 253, 258, 345, and 11910.

**CSLC:**

Public Resources Code Section 6301

**NRCS:**

Food, Agriculture, Conservation and Trade Act of 1990, Title XIV, Section 1237, P.L.101-624 stst. 3584, 7 U.S.C. 3837, as amended. 16 U.S.C. 3837a – f, 7 CFR Part 1467.

**GJUESD:**

N/A

**THEREFORE**, The Parties mutually agree as follows:

**III. APPLICATION OF THIS AGREEMENT**

This Agreement applies to the administration and management of the following lands:

1. All Preserve lands owned in fee title or held under conservation easement or managed by one or more of the Parties as of the date of this Agreement (Figure 7.1 and 7.2 in the Preserve's March 2008 Final Management Plan).

2. All other lands in the vicinity of the existing Preserve that are acquired in fee title or under conservation easement or management agreement in the future, unless specifically stated otherwise in writing by the acquiring parties.

#### **IV. GOALS**

1. The primary goals for the Preserve are:
  - A. Cooperative management of the Preserve as a single ecological unit for the protection, restoration and maintenance of the quality and diversity of two rare communities in California: valley oak (*Quercus lobata*) riparian forest and freshwater seasonal wetlands and their associated wildlife habitat values.
  - B. Cooperative management of the Preserve to protect, maximize and enhance the benefits to declining, threatened, and endangered species of fish, wildlife and plants.
  - C. Provide protected habitat and wintering grounds on the Preserve for migrating waterfowl and shorebirds in the Pacific Flyway.
  - D. Protect and manage additional Preserve habitat types, such as grasslands, to promote growth of native flora and provide habitat for wildlife.
2. The secondary goals for the Preserve, insofar as they are consistent with any specific deed restrictions for any given parcel, are:
  - A. Accommodate and facilitate research, teaching, nature study and appreciation, historical and cultural interpretation, agriculture, and compatible recreational, educational and scientific activities that are appropriate to the Preserve without detrimentally impacting its intrinsic ecological and wildlife values.
  - B. The Parties agree that these goals may ultimately be best accomplished by integrating certain human and economic pursuits, such as agriculture, in a "buffer" area that will enhance and complement the land's habitat values so long as such secondary uses do not detract from the primary goal of the Preserve.
  - C. On a case by case basis and in accordance with all applicable laws, policies, and procedures of each Party's organization, facilitate mitigation for off-site habitat loss by maximizing the synergistic benefits of consolidated wildlife habitat areas, corridors, and ecological systems on the Preserve.

## V. COMMON RESPONSIBILITIES

In accordance with their respective rights, responsibilities, and authority, and in applying their respective expertise, skills, and knowledge, the Parties will do the following:

1. **Management Plan:** Implement the Preserve's March 2008 Final Management Plan.
2. **Research:** Promote, develop, screen, review, and approve research projects (in consultation with all agencies affected by such projects) that would affect natural and historical resources on the Preserve, per the recommendations set forth in the Preserve's March 2008 Final Management Plan.
3. **Public Use:** Enhance public use and awareness of the natural and historical resource values of the Preserve through on-site and off-site interpretation as recommended in the Preserve's March 2008 Final Management Plan.
4. **Law Enforcement:** Cooperate in the enforcement of laws, rules and regulations, particularly with respect to wildlife violations, by coordinating staff responsibilities and working with local, state and federal law enforcement officials.
5. **Resource Protection:** Conduct their respective programs and otherwise exercise their authority and carry out their responsibilities on the Preserve in a manner intended to protect the natural and historical resources of the Preserve.

## VI. MANAGEMENT AGREEMENT ADMINISTRATORS

To carry out this Agreement and ensure the coordinated management of the Preserve, the Parties agree to designate an administrative representative for this Agreement. All Parties will be given a minimum of 30 days written notice of any changes in the Parties' designated representatives.

## VII. MEETINGS

The designated representatives of all Parties shall meet at least twice per year. Other meetings will be scheduled on an "as needed" basis. The Preserve Manager (as defined below) shall convene meetings of the Parties and shall preside over all such meetings.

## VIII. COOPERATIVE ADMINISTRATION PROCESS

The Parties agree to coordinate policy decisions jointly. The cooperative administration process should not be construed, however, to prohibit or restrain any of the Parties from conducting its own business or internal planning on the Preserve independently, provided that a Party's business or planning activities do not run counter to this Agreement or the mission and goals of the Preserve as outlined in the Preserve's March 2008 Final Management Plan.

1. **Changes:** Major policy or other changes to this Agreement will be made by amendment as herein provided in a subsequent section of this Agreement  
Changes which require amendment to this Agreement include, without limitation:
  - A. Amendment of Figure 7.1 and 7.2 in the Preserve's March 2008 Final Management Plan to incorporate into the Preserve property acquired by any Party after the date of this Agreement.
  - B. Addition of new parties to this Agreement and amendment of Figure 7.1 and 7.2 in the Preserve's March 2008 Final Management Plan to incorporate such new party's property in the Preserve; provided the new party signs the provisions of this Agreement as so amended.
  - C. Extension of the term of this Agreement.
  
2. **Project Planning and Major Decisions:** The Parties agree that project planning and major decisions will be made cooperatively and in consultation with the Parties, to the maximum extent possible within the limitations of the Parties' authorities and other mandates. The Parties will keep each other apprised of major new developments within their organizations as they apply to the Preserve. Activities recommended for discussion and collaborative decision include, but are not limited to, the following:
  - A. Development of conceptual designs for restoration and/or management of specific properties within the Preserve. New or additional management needs, roles and responsibilities will be incorporated into the management of the Preserve via inclusion in the Annual Work Plan and/or other planning documents (*e.g.*, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA)) available to all Parties.
  - B. Development of strategies to fund or raise funds for the restoration and management of properties within the Preserve. In connection with each identified funding source, a lead Party shall be designated to prepare applications for and to administer funding that may be received.
  - C. Review proposed mitigation projects and/or other opportunities or projects that may occur on Preserve lands.
  - D. Review applications for any permits or approvals required to carry out the provisions of this Agreement, the Preserve's March 2008 Final Management Plan, or the Annual Work Plan.

3. **Reports:** All Parties will cooperate in the development and approval of an Annual Work Plan that includes a report of activities and accomplishments for the previous year. This effort will be initiated and coordinated by the Preserve Manager.
4. **Unanticipated Action; Meetings; Informal Notice:** Every Party shall be given the opportunity to review and comment on any major new action proposed to be undertaken by any of the Parties on the Preserve that is not recommended in the Preserve's March 2008 Final Management Plan or the current Annual Work Plan. If this review and comment cannot be accomplished at a regular meeting of the Parties, the Party proposing the action shall give written or oral notice of the proposed action to the other Parties and allow them a reasonable amount of time, *e.g.*, no less than 60 days, to review the proposal and provide written comments on it prior to continuation on the proposed project. Failure to comment within such 60 day period shall be deemed "no comment."
5. **Emergencies:** The procedure specified in the subparagraph above does not apply to any emergency in which there exists, or is believed to exist, a threatened or actual loss of habitat values, structures, or facilities on the Preserve, or a threat to public or employee safety on the Preserve. In the event of such an emergency, the Party best situated to respond may take such action as is consistent with the goals of, and the protection provided by, this Agreement and the Preserve's March 2008 Final Management Plan, and shall give notice thereof to the other Parties by any practicable means available as soon as possible after initiating the response to the emergency.

## **IX. ANNUAL WORK PLAN**

The Parties shall adopt and implement an Annual Work Plan that set forth the particular activities needed to carry out the full implementation of the Preserve's March 2008 Final Management Plan. The Annual Work Plan also may assign non-recurring responsibility to one or more of the Parties accepting responsibility for carrying out particular activities. Subject to available funding, responsible Parties shall provide the resources and staffing necessary to complete the tasks they have agreed to accomplish under the Annual Work Plan.

## **X. FUNDING**

The signatory Parties desire and agree, to the maximum extent practicable and lawful, to deposit and spend all revenues generated from the operation of the Preserve properties specifically for the operations and maintenance, administration, restoration, and long-term management of the Preserve in order to achieve the vision and goals of this Agreement and the Preserve's March 2008 Final Management Plan. To that end, such funds shall be held by each Party for Preserve activities and expended in accordance with any and all agreements entered into among the individual signatory Parties to this Agreement.



## **XI. BLM'S PARTICIPATION**

BLM acquired lands in the Preserve for the primary purpose of protecting seasonal wetland habitat and valley oak riparian forest from the threat of additional urban and agricultural development. Preservation and enhancement of these habitats is the primary management goal. The secondary goal is to provide public use opportunities that are compatible with achieving the primary goal. The BLM's role will be to coordinate closely with all Parties on land restoration activities; to provide expertise in wetlands management; to provide expertise in establishing sustainable agriculture; and to provide operation and management leadership to the overall Preserve project. The BLM agrees to do the following:

### **1. Restoration and Enhancement:**

- A. Provide a Wildlife Biologist position to serve as the Wetland Manager at the Preserve. This position will have the primary responsibility for oversight of the managed wetlands program at the Preserve. The cost of this position and any professional training required will be shared by DU and the BLM.
- B. Provide planning, consulting, and heavy equipment services for wetland and riparian creation and restoration projects on the Preserve. The amount of services would be based on the project priorities as defined in the Preserve's March 2008 Final Management Plan and the Annual Work Plans, as well as on the availability of staff and funding.

### **2. Operations and Management:**

- A. Provide a Wildlife Biologist position to serve as the Preserve Manager. This position will have the primary responsibility for oversight of all Parties' activities which affect plant, wildlife, and other natural resource values on the Preserve. This position will be responsible for coordinating and administrating all activities on the Preserve, including riparian and wetland restoration, agriculture management and leasing, and outreach. The cost of this position and any professional training required will be shared by the CONSERVANCY and the BLM.
- B. Coordinate the administration of the Preserve's March 2008 Final Management Plan as related to the management of plant, wildlife, and other natural resources and monitoring of natural resources on the Preserve.
- C. Prepare the Annual Work Plan for the Preserve.

- D. Prepare and disseminate an annual accomplishments report on all aspects of the administration, management, and budget of the Preserve for the preceding calendar year (using appropriate data submitted by the Parties).
- E. Take the lead in developing and maintaining the agricultural program at the Preserve.
- F. Exercise its authority under FLPMA as manager of federally owned lands to preserve, protect and manage the natural ecosystem of the Preserve.
- G. Share with DU the routine costs of operating and maintaining the Preserve's wetland units.

**3. Facilities and Public Use:**

- A. Join with other willing Parties to enter into a Memorandum of Understanding regarding use, maintenance and operation of the Preserve's Visitor Center and other buildings, trails, and other facilities and equipment.
- B. Allow all signatory parties to this Agreement to use BLM-owned and managed lands and facilities at the Preserve for organized functions (e.g., tours, parties, meetings, fundraisers, etc.) that directly benefit the Preserve.

**4. Management Funding:**

- A. Implement this Agreement and the Preserve's March 2008 Final Management Plan subject to availability of federally appropriated funds and any funding generated as a result of operations on Preserve properties. The BLM shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the BLM be required to provide any service or provide for any costs at such time as the BLM is no longer a party to this Agreement.
- B. When appropriate, take the lead on grant applications and permit applications that require the sponsorship of a Federal agency.

**X. CDFW'S PARTICIPATION**

The CDFW acquired lands in the Preserve for the primary purpose of protecting habitats including valley oak riparian forest, seasonal wetlands, and vernal pool grasslands from the threat of additional urban and agricultural development. Preservation and enhancement of these habitats, along with providing opportunities for compatible recreation including hunting and fishing is the primary management goal. To that end, CDFW-owned lands within the Preserve, in conjunction with some other Partner's lands within the Preserve, have been designated by the Fish and Wildlife Commission as the Cosumnes River Ecological Reserve (CRER). The

CDFW's role will be to act as the lead organization for all management objectives and activities on CDFW lands within the Preserve. The CDFW will act as a cooperative party under this Agreement in order to maintain the coordinated management of the Preserve as a single ecological unit. The CDFW agrees to do the following:

**1. Restoration and Enhancement:**

- A. The CDFW will undertake habitat enhancement for the benefit of threatened and endangered species and other species of conservation or management importance.
- B. Upland habitat will be preserved, enhanced and managed to provide buffer areas, and foraging and roosting habitat for threatened and endangered species and other species of conservation or management importance. Agricultural activities will be managed to provide wildlife habitat and enhancement of the natural features of the land. Aquatic habitats will be managed to provide fish passage and rearing habitats for native fish species, amphibians, and reptiles.

**2. Operations and Management:**

- A. For CDFW-owned lands within the Preserve, manage in accordance with the provisions of the Preserve's March 2008 Final Management Plan in coordination with the Preserve Manager and Preserve partners.
- B. Negotiate and manage agricultural and grazing leases for lands located within the Preserve.
- C. Provide consultation regarding compliance of Preserve activities with CEQA and/or other State permits as may be necessary.

**3. Facilities and Public Use:**

- A. The CDFW will assist in the planning, development, implementation and evaluation of interpretive services at the Preserve.
- B. Provide interpretive material regarding CDFW activities for the protection and enhancement of fish, wildlife, and plant resources within the State.
- C. Develop in cooperation with the Preserve Manager and Preserve partners, an integrated public use program for the CRER and other areas of the Preserve open to the public. Public use of CDFW lands may include increased opportunities for hunting and fishing consistent with the Preserve's March 2008 Final Management Plan.

- D. Provide, to the extent feasible, appropriate funding for patrol/resource protection assistance for the Preserve.

**4. Management Funding:**

- A. The CDFW will act to acquire moneys which may be available for the protection of special habitats and threatened and endangered species at the Preserve.
- B. Participation in this Agreement shall not exceed that allowed by appropriated State funds, nor shall the CDFW be required to provide for any costs at such time that the CDFW is no longer a party to this Agreement.
- C. The CDFW will continue to provide on-site staffing to the Preserve, provided appropriate funding exists, for the cooperative management of Preserve lands and implementation of the Preserve's March 2008 Final Management Plan.
- D. To the maximum extent feasible, the CDFW shall seek funding to provide trained operators and equipment, and to acquire heavy equipment and supplies, to better manage Preserve lands consistent with the Preserve's March 2008 Final Management Plan.

**XI. DU'S PARTICIPATION**

DU acquired lands in the Preserve for the primary purpose of creating, restoring, and protecting seasonal freshwater wetland habitat from the threat of additional urban and agricultural development. Preservation and enhancement of this habitat is the primary management goal. The secondary goal is to provide public use opportunities that are compatible with achieving the primary goal. DU's role in this agreement will be to work directly with the Parties in the development and management of wetlands at the Preserve in accordance with the vision and goals of the Preserve's March 2008 Final Management Plan and the Annual Work Plans. DU and the BLM will co-fund a "Wetland Manager" position that will oversee and manage all aspects of the Preserve's wetland program. DU agrees to do the following:

**1. Restoration and Enhancement:**

- A. As appropriate, and if adequate funding is obtained, oversee the creation and restoration of managed wetlands on the Preserve properties. As the lead Party in wetlands restoration, DU will coordinate with the other Parties on restoration planning; supervise and coordinate wetland contractors during Preserve projects; and complete post-construction inspections of wetland projects.

**2. Operations and Management:**

- A. As appropriate, DU will provide technical assistance to Preserve staff in management of the Preserve's managed wetland units, principles in waterfowl ecology, biology, monitoring, and other topics where DU has developed extensive expertise.

**3. Facilities and Public Use:**

- A. Provide technical expertise and materials, as appropriate, concerning interpretive or educational materials about Central Valley wetlands and Pacific Flyway waterfowl.

**4. Management Funding:**

- A. Share with BLM the cost of wetland operations and management on Preserve properties through an individual cooperative agreement with the BLM. Operations and maintenance for the wetlands program may include water pumping costs, maintenance of levees, ditches, pumps, and pipelines, or equipment as needed to manage the wetland habitat. The amount of funding and services for operations and maintenance will be based on the Preserve's management priorities as identified in the Preserve's March 2008 Final Management Plan and the Annual Wetlands Operations Plan. DU shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall DU be required to provide any service or provide for any costs at such time as DU is no longer a party to this Agreement.
- B. Co-fund the "Wetland Manager" position through an individual cooperative agreement with the BLM. This cooperative agreement will supplement the Memorandum of Understanding between the Department of Interior and DU signed April 14, 1984.
- C. Generally take the lead in seeking funding for design, creation, and restoration of wetland projects at the Preserve.

## **XII. COUNTY'S PARTICIPATION**

The County acquired lands in the Preserve for the primary purpose of protecting additional open space within South Sacramento County from the threat of additional urban development. Preservation and enhancement of open space is the primary management goal. The secondary goal is to provide public use opportunities that are compatible with achieving the primary goal. The County's role will be to participate in planning and conducting outreach and educational programs for the general public concerning natural history and recreational opportunities at the Preserve. The County agrees to do the following:

- 1. Restoration and Enhancement:**
  - A. Provide the resources necessary, and/or enter into agreements with other Preserve partners, to restore, manage, enhance, and maintain County-owned properties at the Preserve.
  
- 2. Operations and Management:**
  - A. Continue agricultural activities on County-owned properties at the Preserve as long as those activities are compatible with the overarching goal to protect natural resources.
  - B. As necessary, participate in the planning, restoration, farming, public outreach, education, and management activities as specified in the Preserve's March 2008 Final Management Plan and the Preserve's Annual Work Plans.
  
- 3. Facilities and Public Use:**
  - A. Participate with the signatory Parties in developing interpretive and visitor programs for the Preserve per the recommendations outlined in the Preserve's March 2008 Final Management Plan.
  - B. Provide part-time and "as requested" Park Rangers to periodically patrol the Preserve to safeguard property, discourage trespass, enforce laws, and act as "roving naturalists". Park Rangers will provide interpretive assistance in various public programs and events as staffing and funding permits.

- C. Provide a Recreation Specialist position to serve as the “Volunteer and Outreach Coordinator” for the Preserve. This position will have the primary responsibility for oversight of the volunteer program and the visitor’s facilities including trails, interpretive displays and kiosks, and the visitor’s center and parking areas. The cost of this position and any professional training required will be funded through revenues generated from County-owned properties at the Preserve.

**4. Management Funding:**

- A. Implement this Agreement and the Preserve’s March 2008 Final Management Plan subject to the availability of funding. The County shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the County be required to provide any service or provide for any costs hereunder at such time as the County is no longer a party to this Agreement.
- B. Revenue from agricultural leases on the County -owned properties at the Preserve shall be the sole source of funding for all County costs associated with the Preserve including costs associated with the operations and maintenance of the County ’s agricultural operations such as fences, signs, roads, levees pumps, or other structures or equipment as needed.
- C. Agricultural lease revenues will be used for any contractual costs associated with the other Parties in planning restoration or agricultural lease management on County properties at the Preserve. These revenues will also support any contributions that the County agrees to make on an annual basis for the Visitor Center or the Preserve Manager position.
- D. Revenue from agricultural leases on the County -owned properties at the Preserve will also be used to offset costs of ranger patrol activities throughout the entire Preserve. ~~It is anticipated that ranger patrol will be approximately 120 days per year, the majority of that time being during critical periods such as the hunting season.~~

**XIII. CONSERVANCY'S PARTICIPATION**

The CONSERVANCY acquired lands in the Preserve for the primary purpose of protecting valley oak riparian forest and vernal pool grasslands from the threat of additional urban and agricultural development. Preservation and enhancement of these habitats is the primary management goal. The secondary goal is to enhance populations of native species existing within those protected habitats. The Conservancy's role in this agreement will be to coordinate closely with all Parties on land management and restoration activities; to provide technical and scientific assistance on topics where the Conservancy has developed expertise (*e.g.*, riparian

restoration, vernal pool grasslands, wildlife friendly farming, *etc.*); to facilitate real estate transactions as needed, and to provide operations and maintenance support for equipment and facilities. The Conservancy agrees to do the following:

**1. Restoration and Enhancement:**

- A. Plan and implement riparian and grassland restoration projects on the Preserve. This includes restoration design, obtaining the required permits, volunteer recruitment, and subsequent maintenance of projects for a minimum of three years, or as funding permits. This also includes coordination and technology transfer to other Parties desiring to conduct riparian restoration.

**2. Operations and Management:**

- A. Co-fund the Preserve Manager position through an individual cooperative agreement with the BLM.
- B. Provide a “Site Coordinator” who has the primary responsibility for the maintenance of all facilities on the Preserve. The Site Coordinator will provide support to restoration efforts, the agriculture program, outreach and education programs, and the visitor’s center operations. The Conservancy will recruit and train additional staff to assist the Preserve Manager and the Site Coordinator, as funding permits.
- C. In cooperation with the other Parties, promote, develop, screen, review, and provide input on research projects to be implemented at the Preserve. Responsibility for the day-to-day activities of research projects may be delegated to an institution of higher education in California, or other entities deemed appropriate by all of the Parties provided that all research activities are in accordance with the recommendations outlined in the Preserve’s March 2008 Final Management Plan.
- D. Continue agricultural activities on Conservancy-owned properties at the Preserve as long as those activities are compatible with the overarching goal to protect natural resources.
- E. As necessary, participate in planning, restoration, farming, public outreach, education, and management activities as specified in the Preserve’s March 2008 Final Management Plan and the Preserve’s Annual Work Plans.



**3. Facilities and Public Use:**

- A. Participate, as needed, with the signatory Parties in developing interpretive and visitor programs for the Preserve per the recommendations outlined in the Preserve's March 2008 Final Management Plan.

**4. Management Funding:**

- A. Implement this Agreement and the Preserve's March 2008 Final Management Plan subject to the availability of funding. The Conservancy shall not be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the Conservancy be required to provide any service or provide for any costs at such time as the Conservancy is no longer a party to this Agreement.

**XIV. DWR'S PARTICIPATION**

DWR acquired the Grizzly Slough Property (GSP) at the Preserve for the primary purpose of restoring riparian and wetland habitats as mitigation for DWR projects. Restoration and enhancement of these habitats is the primary management goal. The secondary goal is to use fill material from the property if and when needed. DWR's role will be to act as lead organization for all management objectives and activities on DWR lands within the Preserve. The DWR will, however, act as a cooperative party under this Agreement in order to maintain the coordinated management of the Preserve as a single ecological unit. The DWR agrees to do the following:

**1. Restoration and Enhancement:**

- A. Where possible, DWR will undertake habitat enhancement for the protection and reintroduction of threatened and endangered species. Species of concern include, but are not limited to giant garter snake (*Thamnophis couchii gigas*), Swainson's hawk (*Buteo swainsoni*), river otter (*Lutra canadensis*), ringtail (*Bassariscus astutus*), tricolored blackbird (*Agelaius tricolor*), the valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) and the greater sandhill crane (*Grus canadensis tabida*).
- B. Upland habitat will be preserved, enhanced and managed to provide buffer areas, and foraging and roosting habitat for those threatened and endangered species noted above. Where possible, agricultural activities will be managed to provide wildlife habitat and enhancement of the natural features of the land.

**2. Operations and Management:**

- A. Negotiate and manage leases as necessary for lands located on the GSP. Leases may be for agriculture, grazing, oil and gas mining purposes or any other activity which does not conflict with the goals of this Agreement or the Preserve's March 2008 Final Management Plan.
- B. Provide consultation regarding compliance of Preserve activities with CEQA, as needed.

**3. Facilities and Public Use:**

- A. Upon request, provide interpretive materials regarding DWR activities as they relate to the Preserve, the Delta, water and flood control issues, and/or other issues of interest to the Preserve's visiting public.

**4. Management Funding:**

- A. DWR will fund the operation and management of all DWR lands within the Preserve. DWR will provide funds for activities related to management of DWR lands through individual cooperative agreements with other Parties performing the prescribed management on an as needed basis.
- B. Implement this Agreement and the Preserve's March 2008 Final Management Plan subject to the availability of funding. DWR shall not be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the DWR be required to provide any service or provide for any costs at such time as the DWR is no longer a party to this Agreement.

**XV. NRCS'S PARTICIPATION**

The NRCS acquired conservation easements at the Preserve through its Wetland Reserve Program (WRP) for the primary purpose of protecting and restoring habitat for migratory birds and wetland dependant wildlife, including special status species. Further objectives of the easement include restoring wetlands within an agricultural landscape, flood attenuation, water quality improvement and contribution to education and science. NRCS's role will be to oversee the activities carried out on lands under easement to ensure that WRP goals and objectives are being met on lands within the Preserve. The NRCS will act as a cooperative party under this Agreement in order to maintain the coordinated management of the Preserve as a single ecological unit. The NRCS agrees to do the following:

**1. Restoration and Enhancement:**

- A. Work closely with the Preserve Manager and other interested Parties to ensure that easement and restoration agreements are being properly implemented with respect to the goals of the WRP Program. The NRCS may prepare a site-specific restoration and management plan for each property held under a WRP easement or they may tier off of the Preserve's March 2008 Final Management Plan, Annual Work Plan, or other documents and agreements as necessary. An NRCS Conservation Plan must be developed to address any restoration or enhancement activities, while all management activities will be addressed through the annual Compatible Use Authorization (CUA) process.
- B. Provide technical expertise to Parties on other USDA-NRCS Conservation Programs so the Preserve can more fully integrate wildlife habitat restoration activities into their agricultural program, and take full advantage of all NRCS programs.

**2. Operations and Management:**

- A. Conduct annual monitoring and review of all WRP easements to evaluate the effectiveness of management activities in meeting WRP goals and objectives. Following each review, the NRCS may make recommendations to the landowners on how to work more effectively towards accomplishing the goals and objectives of the WRP easement as well as the goals of the Preserve's March 2008 Final Management Plan.
- B. Provide technical expertise regarding compliance with Federal laws and regulations such as NEPA and the Endangered Species Act (ESA), as needed.
- C. A written CUA permit is necessary to conduct management activities that affect the hydrology or vegetation on any of the WRP easement areas. Only activities that further the long-term protection and enhancement of the easement will be authorized. The CUA's must be written and approved by NRCS, though they may incorporate by reference any agreed to Annual Work Plan or other plan developed by the Parties. CUA's should be written annually or up to 5-years and may be modified or revoked at any time.

**3. Facilities and Public Use:**

- A. Participate with the Parties in developing interpretive and visitor education programs on the Preserve.

- B. Provide interpretive materials regarding NRCS Programs and activities to protect and enhance wildlife habitat within an agricultural landscape.

**4. Management Funding:**

- A. Implementation of this Agreement and the Preserve's March 2008 Final Management Plan is subject to availability of funds. The NRCS shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds available funds, nor shall the NRCS be required to provide any service or provide for any costs hereunder at such time as the NRCS is no longer a party to this Agreement.
- B. Continue annual monitoring of WRP easements on the Preserve. The NRCS may provide reimbursable funding through individual agreements with other Parties to conduct the WRP easement monitoring, restoration design and implementation, or other activities as necessary at the Preserve.

**XVI. GJUESD'S PARTICIPATION**

The GJUESD is not a land-owning partner at the Preserve; however, the GJUESD has held the lead role in the Preserve's Environmental Education Program since 2000. The GJUESD's role will be to continue to participate in planning and coordinating educational programs for teachers and students concerning natural history, environmental education, and service learning opportunities at the Preserve and within the local communities. GJUESD agrees to do the following:

**1. Restoration and Enhancement:**

- A. Facilitate planning for wetland, riparian and cultural resources restoration projects on the Preserve that can include student volunteers. Opportunities to involve K-12 and higher education students and teachers in restoration efforts will be promoted, when appropriate.

**2. Operations and Management:**

- A. Provide an Environmental Education Coordinator to conduct teacher workshops, schedule school and after school field trips, facilitate service learning projects that meet Preserve management goals, and collaborate with school districts beyond the boundaries of the GJUESD to develop a sustainable Environmental Education Program at the Preserve.

**3. Facilities and Public Use:**

- A. Participate with the Parties in developing interpretive and visitor education programs on the Preserve.
- B. Provide interpretive assistance in various public programs and events as staffing and funding allows.

**4. Management Funding:**

- A. Implementation of this Agreement and the Preserve's March 2008 Final Management Plan is subject to availability of funds. The GJUESD shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the GJUESD be required to provide any service or provide for any costs hereunder at such time as the GJUESD is no longer a party to this Agreement.
- B. The GJUESD currently administers numerous grants to support the Preserve's Environmental Education Program. The GJUESD will work with the Parties and the surrounding school districts to establish long-term, sustainable funding for the continuation and potential expansion of the Preserve's Environmental Education Program.

**XVII. CALIFORNIA STATE LANDS COMMISSION (CSLC) PARTICIPATION**

The California State Lands Commission (CSLC), in partnership with the Wildlife Conservation Board, acquired a 263-acre parcel located in Sacramento County on the eastern edge of the Preserve and, subsequent to that purchase, took title to Parcel B. Title to Parcel B was vested in the State and characterized as tide and submerged lands subject to the Public Trust under the jurisdiction of the CSLC and serving the public trust purposes of open space and wildlife habitat. After the purchase was completed, Parcel B was leased to the BLM for a term of 49 years for inclusion in the Preserve. The CSLC agrees to do the following:

**1. Restoration and Enhancement:**

- A. As appropriate, and if adequate funding is available, participate in the development and implementation of restoration proposals through coordination with the other Parties. Participation could include proposal review and consultant selection
- B. As funding allows, provide technical assistance in the evaluation of Preserve management options and non-native invasive species control.

**2. Operations and Management:**

- A. Participate in the Parties' meetings and provide technical assistance with respect to the Public Trust and CEQA as they relate to issues that may arise within the Preserve.

**3. Facilities and Public Use:**

- A. Participate with the other Parties in the review of interpretive and/or educational materials and/or programs intended for use by the public as well as community outreach efforts.

**4. Management Funding:**

- A. Implement this Agreement and the Preserve's March 2008 Final Management Plan, subject to the availability of funding. The CSLC shall not, however, be required to provide services pursuant to this Agreement at a level that exceeds total available funds, nor shall the CSLC be required to provide any service or provide for any costs hereunder at such time as the CSLC is no longer a party to this Agreement.

**XVII. REDUCED FUNDING**

The Parties shall endeavor to obtain funds for carrying out as many provisions of this Agreement as feasible. However, the unavailability or reduced availability of funding or staffing from any one of the Parties shall not operate to suspend or terminate this Agreement. Whenever possible, the Parties shall reduce the scope of activities to adapt to changes in available funding and staffing, rather than terminate or suspend an activity. The Parties recognize that the performance of each other under this Agreement may, from time to time, be unavoidably curtailed due to lack of funding and staffing. Funding and staffing shall be deemed available if, in the sole discretion of each of the respective Parties, they determine that funding and staffing are available. If activities must be suspended or terminated, priority shall be given to continuing long-term habitat management.

**XVIII. AMENDMENT PROCESS**

This Agreement may be amended, as necessary or desirable, by a written amendment approved by all of the Parties. Any Party may propose an amendment by providing a written copy of the proposed amendment to the other Parties for review and consideration. No amendment shall become effective unless and until it has been approved in writing by all of the Parties. Any oral or written understanding that is not incorporated in this Agreement by amendment shall be without force or effect to modify the terms hereof or thereof or be utilized for the purpose of interpreting any provision hereof or thereof.

## **XIX. APPLICABILITY OF STATE AND FEDERAL LAW**

Notwithstanding any other provision herein, this Agreement is subject to, and shall not be interpreted to be inconsistent with, any requirement of any applicable Federal, State, County, or local law or regulation.

## **XXI. RELEASE OF LIABILITY**

Provided that such damage, injury, or death is not caused by the sole negligence of a Party or their officers, agents, employees, or independent contractors, and to the extent permitted by law, and except as otherwise agreed to by written contract between two or more of the Parties, each party shall release each and every other Party and their officers, agents, employees, and independent contractors from any liability whatsoever, based or asserted upon any act or omission of said Party pursuant to this Agreement; and each Party that is named in a legal action with any other Party and their officers, agents, employees, and independent contractor based upon such alleged acts or omissions shall cooperate in the defense of the other Party and their officers, agents, employees, and independent contractors to the extent permitted by law.

As used throughout this paragraph, "officers" includes, but is not limited to, any person who is a member of a Party's governing body or who exercises executive responsibility.

## **XXII. TERM OF THIS AGREEMENT**

This Agreement shall become effective on the date the Parties hereto have executed it, and as to the CDFW, upon approval of the California Department of General Services, and shall remain in effect for five (5) years from the date of signing. This Agreement shall be renewed by written agreement for an additional term agreed upon by all Parties until such time as all entities then a Party hereto decide to terminate this Agreement. Any Party may withdraw from this Agreement by delivery of a written notice of intent to withdraw at least sixty (60) days prior to the proposed withdrawal date. After the withdrawal date, the withdrawing Party shall have no further obligations under this Agreement except for those costs, if any, incurred prior to the withdrawal date and properly chargeable to the withdrawing Party. Withdrawal of any Party shall not terminate this Agreement as to the remaining Parties.

## **XXIII. CONSISTENCY**

In the event of any conflict between the primary and secondary goals stated in this Agreement and/or the vision, mission and goals stated in the Preserve's March 2008 Final Management Plan or any Annual Work Plan, this Agreement shall prevail.

## **XXIV. EXECUTION**

This Agreement is executed in nine (9) copies, each of which is to be considered an original.

This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

#### **XXV. AVAILABILITY OF FUNDS**

Implementation of this Agreement by any Party shall be subject to the availability of funds to that Party (and in the case of Federal agencies, appropriated funds).

#### **XXVI. ELECTED OFFICES NOT TO BENEFIT**

No member of, or delegate to, the Congress or resident commissioner shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

#### **XXVII. SEVERABILITY**

If any provision of this Agreement is judicially determined or held to be invalid for any reason, that invalidity shall not be imputed to any other provision of this Agreement that was not so determined or held to be invalid.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

**U.S. BUREAU OF LAND MANAGEMENT**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CALIFORNIA STATE LANDS COMMISSION**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DUCKS UNLIMITED, INC.**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NATURAL RESOURCES CONSERVATION SERVICE**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OF SACRAMENTO, REGIONAL PARKS DEPARTMENT**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THE NATURE CONSERVANCY**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_