

COOPERATIVE AGREEMENT
between
Bureau of Land Management
and
El Dorado County

RELATING TO THE FUNDING OF FUEL MANAGEMENT ON BLM AND EL DORADO COUNTY LAND IN THE PINE HILL PRESERVE.

AUTHORITY

THIS COOPERATIVE AGREEMENT is entered into as of 2/7/17, by and between EL DORADO COUNTY and the UNITED STATES DEPARTMENT OF INTERIOR acting by and through the Bureau of Land Management, Mother Lode Field Office, (hereinafter "BLM"), pursuant to the Federal Land Policy Management Act, 1976: Section 307 (b) and (c).

PURPOSE

THE PURPOSE OF THIS AGREEMENT is to provide funding for Fuel Management in the Pine Hill Preserve that furthers the goals and objectives of the General Plan Policy 7.4.1.1: "to provide for the permanent protection of eight sensitive plant species known as the Pine Hill endemics through the establishment and management of ecological preserves consistent with the County Code Chapter 17.71 and the USFWS's *Recovery Plan for Gabbro Soils Plants for the Central Sierra Nevada Foothills (USFWS 2002)*."

IT IS HEREBY AGREED AS FOLLOWS:

- I. The BLM shall use \$15,000 from the El Dorado County Rare Plant management fund for fuel load reduction on Pine Hill Preserve lands for the period of December 2016 through April 2017, including but not limited to, the following locations also identified on Attachment 1:
 - A. South of Mira Loma Drive.
 - B. North of Meder Road and south west of Kentfield Drive
 - C. South of Meder Road and west of Chasen Drive
 - D. West of Jackie Lane
 - E. South Este Vista Drive and east of Sudbury Road

- II. El Dorado County shall:
 - A. By April 1, 2017 transfer to the BLM fifteen thousand dollars for use by BLM in partial funding for the fuel management activities identified in Section I and on Attachment 1.
 - B. Funding from El Dorado County will be solely from the County rare plant mitigation funds collected pursuant to Ordinance 4500 and Resolution 205-98, or their successors.

III. **TERM OF THE AGREEMENT**

THIS AGREEMENT IS EFFECTIVE COMMENCING WITH THE 2017 FEDERAL FISCAL YEAR, which began October 1, 2016 and will expire on September 30, 2017. Additional extensions of this agreement may be authorized by mutual agreement of the Authorized Officers, otherwise the unexpended funds would be returned to the County, as described in the Termination Section.

IV. **NOTICE TO PARTIES**

All notices to be given by the parties hereto 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
Community Development Agency
2850 Fairlane Court
Placerville, CA 95667

Attn: Roger Neillo, Community Development Agency Interim Director

or to such other location as County directs.

Notices to BLM shall be addressed as follows:

Bureau of Land Management
Mother Lode Field Office
5152 Hillside Circle
El Dorado Hills, CA 95762

Attn: William Haigh, Field Manager

or to such other location as BLM directs.

V. AMENDMENTS

AMENDMENTS TO THIS AGREEMENT may be proposed by either party and shall become effective upon being reduced to a written instrument executed by both parties.

VI. LIABILITY

To the extent permitted by State law, including but not limited to Government Code section 895 et seq., and to the extent applicable, by Government Code section 14662.5, each non-federal Party to this Agreement shall defend, hold harmless, and release each and every other Party from any and all claims, losses, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, other Parties' employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the services, operations, or performance hereunder of the releasing Party, its officers, agents, employees, or independent contractors, regardless of the existence or degree of fault or negligence on the part of any Party, its officers, agents, employees, or independent contractors, except for the sole or active negligence of another Party, or as expressly prohibited by statute. Further, each non-federal Party that is named in a legal action with any other Party, its officers, agents, employees, or independent contractors based on allegations of such a claim, loss, damage or liability for damages shall cooperate in the defense of the other Party, its officers, agents, employees, and independent contractors, to the extent permitted by law and to the extent such cooperation does not interfere with the Party's own defense. 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.

The federal parties to this Agreement will cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act, against the United States or a third party for personal injury or property damage resulting from the negligent act or omission of any employee of the United States in the course of his or her employment arising under this Agreement. The federal parties to this Agreement will hold harmless the other parties to this Agreement, their respective officers, agents, and employees from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person or for loss of or damage to any property, resulting from any negligent act or omission of any employee of the United States in the course of his or her employment under this Agreement. Upon request, and subject to the Department of Justice's responsibilities in the conduct of litigation, and to the extent the interests of the United States are not impeded or adversely affected, the federal parties agree to

provide appropriate support to the other parties, consistent with the terms of this Agreement, in the other parties' defense of claims arising out of the adoption and implementation of this Agreement.

VII. TERMINATION

Either party hereunder may terminate this agreement for any reason or no reason upon thirty (30) days written notice: provided, however, that the terminating party has performed all of its obligations required hereunder. Either party may terminate this contract upon five (5) days written notice if the other party, for any reason whatsoever fails, refuses or is unable to perform its obligations under this agreement. If the agreement is terminated before the end of the term of the agreement, i.e., before September 30, 2017, the unexpended portion of the \$15,000 payment from El Dorado County to BLM will be returned to El Dorado County.

VIII. FISCAL CONSIDERATIONS

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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, 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.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

IX. AUDIT BY CALIFORNIA STATE AUDITOR

BLM acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, BLM shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

X. CONTRACT ADMINISTRATOR:

The County Officer or employee with responsibility for administering this Agreement is Roger Neillo, Interim Director, Community Development Agency, or successor.

IN WITNESS WHEREOF, each party hereto has caused this Cooperative Agreement to be executed by its authorized official on the day and year set forth below said official's signature.


BUREAU OF LAND MANAGEMENT

By: 

William Haigh
Folsom Field Manager

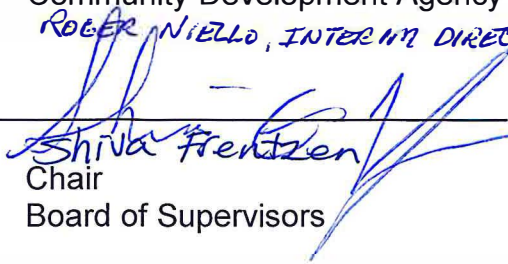
Date: 2-17-17

EL DORADO COUNTY

By: 

~~Roger Neillo, Interim Director~~
Community Development Agency
ROGER NIELLO, INTERIM DIRECTOR

Date: 2/13/17

By: 

Shiva Frenzen
Chair
Board of Supervisors

Date: 2/7/17

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: Marci MacFarland
Deputy Clerk

Date: 2/7/17

Pine Hill Preserve fuels management priority sites at Cameron Park and Shingle Springs

