

ORIGINAL

**COOPERATIVE AGREEMENT
between
Bureau of Land Management
and
El Dorado County**

RELATING TO THE 2018 THROUGH 2023 ANNUAL FUNDING OF A PRESERVE MANAGER POSITION AND MANAGEMENT ACTIVITIES FOR THE PINE HILL PRESERVE.

AUTHORITY

THIS COOPERATIVE AGREEMENT is entered into as of _____, by and between EL DORADO COUNTY (hereinafter "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). This agreement supplements the renewal of the Cooperative Management Agreement for the Pine Hill Preserve (Cooperative Management Agreement) signed by County September 28, 2006 and signed by BLM July 7, 2006, and updated on _____, 2018.

PURPOSE

THE PURPOSE OF THIS AGREEMENT is to provide funding for a Preserve Manager and for management activities for the Pine Hill Preserve to meet the goals and objectives of the General Plan Policy 7.4.1.1: "to provide for the permanent protection of eight sensitive plant species know as the Pine Hill endemics through the establishment and management of ecological preserves consistent with the County Code Chapter 130.71 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:
 - A. Employ a full time Preserve Manager for the Pine Hill Preserve working out of the Mother Lode Field Office to manage the Preserve and coordinate management, monitoring, and research activities between the County, El Dorado Irrigation District (EID), United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Bureau of Reclamation (BOR), and BLM.
 - B. Supervise and direct the employee's work.

- C. Provide necessary vehicle, equipment and office space for the employee to conduct the job.
- D. Use the funds provided by County to fund the Preserve Manager position and provide management activities as established by this agreement and any administrative costs associated with this cooperative agreement and the position.

II. El Dorado County shall:

- A Provide to BLM up to twenty-five thousand dollars (\$25,000) annually for five years for the Preserve Manager position by February 28 of each year.
- B. Provide to BLM up to fifteen thousand dollars (\$15,000) annually for management activities, including but not limited to: fencing, signage and trash removal for five years by February 28 of each year.
- B Funding from 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 COOPERATIVE AGREEMENT IS EFFECTIVE COMMENCING WITH THE 2018 FEDERAL FISCAL YEAR, which begins October 1, 2018 and will expire on September 30, 2023 . Although this agreement represents the parties' intention to fund the Preserve Manager's position and management activities for multiple years, nothing in the agreement shall obligate either party to execute a new agreement for this funding when this agreement expires. If there is mutual agreement to continue this funding mechanism for the Preserve Manager's position and management activities beyond the timeframe covered in this agreement, a new written agreement between the parties will be executed.

IV. **AUTHORIZED OFFICERS**

BLM Authorized Officer shall be:

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

El Dorado County Authorized Officer shall be:

Roger Trout ,
Community Development Services
Director of Planning and Building Department
El Dorado County
2850 Fairlane Court
Placerville, CA 95667

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, 2023, payment from County to BLM will be returned to County on a prorated basis, based on that portion of the year that the agreement was in effect before termination.

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

Consultant 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, Consultant 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 Trout, Community Development Services, Director of Planning and Building Department 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: 5-23-18

EL DORADO COUNTY

By: 
Roger Trout , Director
Community Development Services

Date: 5-23-18

By: Sue Novase1

Date: 6/26/2018

Vice Chair Sue Novase1
Board of Supervisors

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

By: [Signature]
Deputy Clerk

Date: 6/26/2018

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