

EXHIBIT E

COOPERATIVE AGREEMENT
between
Bureau of Land Management
and
El Dorado County

RELATING TO THE ANNUAL FUNDING OF A PRESERVE MANAGER POSITION
FOR THE PINE HILL PRESERVE.

AUTHORITY

THIS COOPERATIVE AGREEMENT is entered into as of _____, 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). This agreement supplements the renewal of the Cooperative Management Agreement for the Pine Hill Preserve (Cooperative Management Agreement) signed by El Dorado County September 28, 2006 and signed by BLM July 7, 2006.

PURPOSE

THE PURPOSE OF THIS AGREEMENT is to provide funding for a Preserve Manager 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 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:
 - 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, EID, USFWS, CDFW, 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 El Dorado County to fund the Preserve Manager position established by this agreement and any administrative costs associated with this cooperative agreement and the position.

II. El Dorado County shall:

- A. By September 1, 2015 transfer to the BLM seventy-five thousand dollars (\$75,000) for use by BLM in partial funding for the 2013, 2014 and 2015 annual costs of the Preserve Manager position, and related management activities, for the Pine Hill Preserve.
- B. Provide to BLM twenty-five thousand dollars (\$25,000) annually for two more years for the Preserve Manager position by February 28 of each year
- C. 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 COOPERATIVE AGREEMENT IS EFFECTIVE COMMENCING WITH THE 2014 FEDERAL FISCAL YEAR, which began October 1, 2013 and will expire on September 30, 2018. Although this agreement represents the parties' intention to fund the Preserve Manager's position for multiple years, nothing in the agreement shall obligate either party to execute a new agreement for the funding of this position when this agreement expires. If there is mutual agreement to continue this funding mechanism for the Preserve Manager's position 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:

Steven M. Pedretti,
Community Development Agency Director
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. 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 December 31, 2018, payment from El Dorado County to BLM will be returned to El Dorado County on a prorated basis, based on that portion of the year that the agreement was in effect before termination.

VII. 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.

VIII. 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.

IX. CONTRACT ADMINISTRATOR:

The County Officer or employee with responsibility for administering this Agreement is Steven M. Pedretti, 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: _____

EL DORADO COUNTY

By: _____
Steven M. Pedretti, Director
Community Development Agency

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

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

By: _____
Deputy Clerk

Date: _____