

Bureau of Land Management

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT to that Cooperative Agreement made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the United States Department of Interior acting by and through the Bureau of Land Management, Mother Lode Field Office (hereinafter referred to as "BLM"), whose principal place of business is 5152 Hillsdale Circle, El Dorado Hills, California 95762 (hereinafter referred to as "BLM").

RECITALS

WHEREAS, the County, in cooperation with BLM, has agreed 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 known as the Pine Hill endemics through the establishment and management of ecological preserves consistent with the County Code Chapter 130.10 and the USFWS's *Recovery Plan for Gabbro Soils Plants for the Central Sierra Nevada Foothills (USFWS 2002)*" pursuant to Cooperative Agreement between BLM and County, dated June 26, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the compensation for the Preserve Manager position by \$10,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE II**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of September 30, 2023 for five (5) additional years, amending **ARTICLE III, TERM OF THE AGREEMENT**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Authorized Officer, amending **ARTICLE IV, AUTHORIZED OFFICERS**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE X, CONTRACT ADMINISTRATOR**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and BLM mutually agree to amend the terms of the Agreement in this First Amendment to Cooperative Agreement on the following terms and conditions:

- I. **ARTICLE II** of the Agreement is amended in its entirety to read as follows:
 - II. El Dorado County shall:

1. For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the funding responsibilities shall be in accordance with the following:

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.

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.

2. For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the funding responsibilities shall be in accordance with the following:

II. Provide to BLM up to thirty-five thousand dollars (\$35,000) 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.

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.

II. **ARTICLE III, TERM OF THE AGREEMENT**, of the Agreement is amended in its entirety to read as follows:

III TERM OF THE AGREEMENT:

This Cooperative Agreement shall be effective upon execution and shall cover the period of October 1, 2018, through September 30, 2028, as amended. 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.

- III. **ARTICLE IV, AUTHORIZED OFFICERS**, of the Agreement is amended in its entirety to read as follows:

IV. AUTHORIZED OFFICERS

BLM Authorized Officer shall be:

Jeffrey Horn, 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:

Rob Peters, Deputy Director
Planning and Building Department
2850 Fairlane Court
Placerville, CA 95667

- IV. **ARTICLE X, CONTRACT ADMINISTRATOR**, of the Agreement is amended in its entirety to read as follows:

X. CONTRACT ADMINISTRATOR:

The County Officer or employee with responsibility for administering this Agreement is Rob Peters, Deputy Director Planning, Planning and Building Department, or successor.

Except as herein amended, all other parts and sections of Cooperative Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Cooperative Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 9-26-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Myer
Deputy Clerk

Dated: 9-26-23

--BUREAU OF LAND MANAGEMENT--

ADAM
RAYMOND
By: ADAM RAYMOND
Jeffrey Horn (Adam Raymond "Acting")
Mother Lode Field Manager "BLM"

Digitally signed by
ADAM RAYMOND
Date: 2023.08.29
15:08:55 -07'00'

Dated: 8/29/2023