

ORIGINAL

COOPERATIVE MANAGEMENT AGREEMENT FOR THE PINE HILL PRESERVE, EL DORADO COUNTY

INTRODUCTION

With this agreement three federal and two state agencies, one county government, one county agency, one special district, and two local non-profit conservation groups agree to pool their resources to conserve eight rare¹ plant species and the ecosystems that they inhabit. Five of these plant species are listed as endangered or threatened under both the state and federal Endangered Species Acts. Six plants are listed as rare under the Native Plant Protection Act.

The ecosystems to be conserved occur on a large intrusive igneous body of the rock type gabbro in western El Dorado County. The uncommon properties of gabbro are the basis of the unusual plant communities that occur around Pine Hill. The geologic formation extends from approximately 2 miles south of Highway 50 in Cameron Park to one mile north of the South Fork of the American River, near Salmon Falls. Conservation will be accomplished by the establishment of a preserve system consisting of different sites. The preserve sites represent the extent of the geologic formation and the best remaining examples of the diversity of habitat types that the rare plants occupy.

AGREEMENT

This Cooperative Management Agreement (“Agreement”) is made and entered into as of October 1, 2016 by and among the U.S. Bureau of Land Management (hereinafter referred to as “BLM”), the California Department of Fish and Wildlife (referred to as “CDFW”), El Dorado County (referred to as “EDC”), U.S. Fish and Wildlife Service (referred to as “USFWS”), California Department of Forestry and Fire Protection (referred to as “CAL FIRE”), El Dorado Irrigation District (referred to as “EID”), U.S. Bureau of Reclamation (referred to as “Reclamation”), the American River Conservancy (referred to as “ARC”), the El Dorado County Water Agency (referred to as “EDCWA”), and the California Native Plant Society (referred to as “CNPS”).

This agreement is based on the following representations and statements of purpose:

¹ Throughout this Agreement, the term “rare” is used to mean unusual or scarce, and does not refer to “rare” plant species as defined in Fish and Game Code section 1901.

PURPOSE

This Agreement defines the goals, roles and responsibilities of the parties to this agreement (“Parties”) for managing and administering all portions of lands currently owned by BLM, CDFW, EDC, USFWS, CAL FIRE, EID, Reclamation, ARC, EDCWA or CNPS in western El Dorado County within the boundaries shown on the map titled Figure 1, (hereafter referred to as the “Pine Hill Preserve” or the “Preserve”), as of the date of this Agreement, and such other lands as the Parties add by amendment to this Agreement. Lands within the Preserve in which any of the Parties hold or obtain a lesser interest, such as a conservation easement, may also be subject to this Agreement, or added by amendment, with the recognition that lesser interests in land may be subject to constraints that affect the management of such lands. Furthermore, pursuant to this Agreement, the Parties intend to develop a detailed Preserve management plan reflecting the goals and responsibilities defined herein.

The Parties that either currently hold title or anticipate acquiring title or lesser interests, such as conservation easements, to lands within the Preserve, desire to coordinate to the fullest extent possible 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, and may be subject to different constraints that affect their management, but that this Agreement is intended by the Parties to define an administrative process and to facilitate cooperation and consistency among the Parties and their management of the Preserve lands to the greatest extent possible.

AUTHORITY

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

- BLM: The Endangered Species Act of 1973, Sec. 2 and Sec. 7.
The Federal Land Policy and Management Act of 1976, Sec. 307.
- CDFW: Fish and Game Code Section 1802.
- EDC: California Constitution article XI, section 7, which provides, “A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.”
- USFWS: Endangered Species Act, as amended.
Fish and Wildlife Coordination Act, as amended.

- CAL FIRE: State Responsibility Areas for Fire Protection. The CAL FIRE has the direct protection responsibility for the purpose of preventing and suppression of fires that occur within El Dorado County encompassed by the Pine Hill Preserve.
- EID: California Water Code, Division 11 (Irrigation District Law), 20500 et. seq.
- Reclamation: The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq., and section 3406(b)(1) of the Central Valley Project Improvement Act (CVPIA), Title XXXIV of P.L. 102-575, October 30, 1992.
- ARC: As a non-profit, 501(c)(3) public benefit conservation organization, the American River Conservancy's stated mission includes participation in the conservation and recovery of listed species.
- EDCWA: California Water Code Appendix, Chapter 96, El Dorado County Water Agency Act.
- CNPS: As a non-profit, 501(c)(3) public benefit organization, the California Native Plant Society's mission is to conserve California native plants and their natural habitats, and increase understanding, appreciation, and horticultural use of native plants.

THEREFORE, the Parties mutually agree as follows:

1. APPLICATION OF THIS AGREEMENT - This Agreement applies to the administration and management of the following lands:

A. All Preserve lands to which any Party holds fee title as of the date of this Agreement (shown in Fig. 1).

B. For other lands in the vicinity, if fee title is acquired in the future and the acquiring party or parties and all Parties to this Agreement agree, by written amendment hereto substituting a new Figure 1, to have such other lands administered and managed in accordance with terms of this Agreement.

C. For other lands in the vicinity, if a lesser interest than fee title, such as a conservation easement, is acquired in the future for the purpose of rare plant preservation, and the terms of the lesser interest permit the administration and management of such lands in accordance with the terms of this Agreement, and the

acquiring party or parties and all Parties to this Agreement agree, by written amendment hereto substituting a new Figure 1, to make such lands subject to this Agreement.

D. If a Party or Parties to this Agreement acquire in the future a lesser interest in other lands in the vicinity for the purpose of rare plant preservation, but the terms of that lesser interest do not permit the administration of such lands in accordance with the terms of this Agreement, each Party agrees that such lands shall be managed, to the extent possible, in coordination, cooperation, and consistently with the terms of this Agreement and the activities of the other Parties.

2. GOALS

A. The primary goal of the Pine Hill Preserve:

The primary goal of the Pine Hill Preserve, in accordance with the Preserve's mission, is the preservation in perpetuity of the rare plant species and plant communities of the western El Dorado County gabbro formation. The unusual properties of the rock of this geologic formation and the Rescue series soils that have developed there, have given rise to unique vegetation with at least four endemic species. Five species occurring at the Preserve are listed as endangered or threatened under both the state and federal Endangered Species Acts:

<u>Calystegia stebbinsii</u>	Stebbins' morning glory
<u>Ceanothus roderickii</u>	Roderick's ceanothus
<u>Fremontodendron decumbens</u>	Pine Hill flannelbush
<u>Galium californicum</u> ssp. <u>sierrae</u>	El Dorado bedstraw
<u>Packera layneae</u>	Layne's butterweed

Two other species are listed on the California Native Plant Society's List 1B, indicating that they are "rare, threatened, or endangered in California and elsewhere":

<u>Chlorogalum grandiflorum</u>	Red Hills soaproot
<u>Wyethia reticulata</u>	El Dorado mule ears

An eighth species is listed on the California Native Plant Society's List 3, their review list for plants for which there is presently insufficient information to determine conservation status.

<u>Crocanthemum suffrutescens</u>	Bisbee Peak rush rose
-----------------------------------	-----------------------

A recovery plan for six of these species (the five state and federally listed species, and

Wyethia reticulata) has been issued by the U.S. Fish and Wildlife Service (“Recovery Plan for Gabbro Soil plants of the Central Sierra Nevada Foothills”). The Preserve is a primary feature of the recovery plan.

The plant communities that the Preserve is designed to protect include at least nineteen additional species that are either endemic to, or characteristic of, gabbroic or serpentine soils.

B. The secondary goals of the Preserve are:

(a) Promote research to find management techniques that achieve the primary management goal. Because these plants and plant communities evolved in a dynamic ecosystem that involved periodic fire among other disturbances, effective management to preserve this ecosystem will require intervention by managers. To optimize that intervention, research evaluating the impacts of different management strategies will be fostered. Additional areas of research that are relevant to successful management of the Preserve are described in the draft Recovery plan.

(b) Accommodate and facilitate educational activities including teaching, interpretation, and research that are appropriate to the Preserve and compatible with the Preserve’s primary goal.

(c) Institute a fire/fuels management program with three objectives:

(1) Vegetation management to promote the viability of the rare plant species of the Preserve, in a manner consistent with objective (2).

(2) Protection of adjacent properties and structures from the threat of wildfire.

(3) Education of the public about fuels management and prescribed fire.

(d) Provide low impact recreational opportunities that are appropriate to the Preserve and compatible with the Preserve’s primary and other secondary goals.

3. COMMON RESPONSIBILITIES - In accordance with their respective rights, responsibilities, and authority, and in applying their respective expertise, skills and knowledge, the Parties shall do the following:

A. Management Plan: Develop, adopt and update a phased management plan

for the Preserve, which may provide for separate specific management plans to be drawn up in the future for individual units within the Preserve. The Management Plan will be consistent with and in furtherance of, the provisions of this Agreement. The Management Plan will:

(a) detail management activities including habitat management, fuels management, infrastructure construction and management;

(b) describe public use;

(c) identify threats to the special status plants within the Preserve and management actions to eliminate or minimize those threats;

(d) set goals and establish a mechanism to promote research needed to inform management;

(e) establish monitoring objectives;

(f) define specific activities to be undertaken and funded by each Party on an annual basis to accomplish Preserve goals;

(g) define the rules governing all activities to take place on the Preserve;

(h) provide for the development of annual work plans described in Paragraph 7 below, to carry out provisions of the Management Plan.

Management of the Preserve will adapt to information from research and the monitoring of outcomes of ongoing management. The Management Plan will be written to allow for flexibility in response to the accumulation of new information.

A management plan was adopted on July 25, 2008. The Parties agree to meet and/or delegate responsibilities in this regard as needed to update future versions of the Management Plan.

B. Research: Promote, develop, screen, review, and approve or disapprove research projects (in consultation with all agencies affected by such projects) that would affect the ecosystems of the Preserve. Promote research that addresses issues critical to Preserve management through funding (when possible), the pursuit of grants, and outreach to educational institutions.

C. Public Awareness: Enhance public awareness of the species and plant communities of the Pine Hill gabbro formation through on-site and off-site interpretation. Use the example of the Pine Hill formation to enhance public knowledge

of broader ecological issues such as ecosystem processes, the role of fire in ecosystems, and biodiversity. Focus on-site public interpretation at the Cameron Park and Salmon Falls units.

D. Law Enforcement: Cooperate in the enforcement of laws, rules and regulations consistent with their respective statutory and regulatory authorities by coordinating staff responsibilities and working with local, state and federal law enforcement officials.

E. 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 resources of the Preserve.

4. MANAGEMENT AGREEMENT ADMINISTRATORS - To carry out this Agreement and to ensure the coordinated management of the Preserve, the Parties agree to each designate an administrative representative for this Agreement. Moreover, all Parties will be given a minimum of 30 days written notice of any changes in designated representatives. Changes in designated representatives do not require Amendment to the Agreement.

Designated representatives shall not have authority to make binding funding commitments on behalf of their Party. On all other issues, designated representatives shall have only the authority expressly granted in written instructions provided by their Party to each other Party.

5. MEETINGS - Following the development and adoption of the Management Plan, the designated representatives of all Parties shall meet at least semi-annually. At least one meeting per year will be dedicated to the development and approval of annual work plans for Preserve management. Other meetings will be scheduled on an "as needed" basis. The Preserve Manager (as defined in Paragraph 8 below) shall convene meetings of the Parties and shall preside at all such meetings. The Parties may make individual recommendations to any Federal agency, but the parties shall not make, or meet for the purpose of making, any consensus recommendation to any Federal agency.

6. COOPERATIVE ADMINISTRATIVE PROCESS - The Parties agree to coordinate policy decisions jointly. The cooperative administration process shall not be construed, however, to prohibit or restrain any Party from independently exercising its discretion or conducting its own business or internal planning on the portions of the Preserve which they own in fee title.

A. Changes: Major policy or other changes to this Agreement will be made by amendment as herein provided in Paragraph 18 below. Changes that require amendment to this Agreement include, without limitation:

(a) Amendment of Figure 1 to incorporate into the Preserve property to which any Party acquires fee title or a lesser interest after the date of this Agreement.

(b) Addition of new parties to this Agreement and amendment of Figure 1 to incorporate such new Party's property in the Preserve, provided the new party signs the provisions of this Agreement as so amended.

B. Project Planning and Implementation: The Parties agree to cooperate in project planning and implementation, to the extent possible, consistent with each Party's statutory and regulatory responsibilities. Because the appropriate regulatory agencies with responsibility for the protection of rare species and plant communities at the county, state, and federal levels are all Parties to this Agreement, there is the potential for an efficient process that complies with all relevant regulatory statutes such as the California Endangered Species Act, Federal Endangered Species Act, California Environmental Quality Act, and National Environmental Policy Act.

The Parties will keep one another informed of major new developments as they occur. Activities recommended for discussion and cooperation include, but are not limited to, the following:

(a) Any action that might have a significant positive or adverse impact, directly or indirectly, upon any of the five plants listed as endangered or threatened under the state and federal Endangered Species Acts, listed in Section 2.A. of this Agreement.

(b) Actions that have an impact on public access and public use of Preserve lands.

(c) Development of conceptual designs for facilities, infrastructure, management or restoration at the Preserve. New or additional management needs, roles and responsibilities will be incorporated into the Management Plan on an annual basis.

(d) Development of strategies to fund or raise funds for the management of properties within the Preserve. In connection with each identified funding source, a lead Party shall be designated to prepare applications to that funding source and to administer funds.

(e) Review of mitigation project proposals and/or opportunities that might affect any or all Preserve lands.

(f) Review of applications for any permits or approvals required to carry out the provisions of this Agreement or of the Management Plan. Nothing in this provision shall be deemed to supersede the statutory or regulatory authority of any party to make decisions with regard to permits or approvals.

C. Reports: All Parties will cooperate in the preparation of an Annual Work Plan and report of activities and accomplishments coordinated by the Preserve Manager.

D. 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 explicitly provided for in the Management Plan or an 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 administrative representatives of the other Parties at least 30 days before taking the proposed action. For actions that may impact state or federally listed species, the time frames for notification to the regulatory agencies remain those specified by law and regulation.

E. Emergencies: The procedure specified in Subparagraph D 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 on adjacent lands, or a threat to public or employee safety on the Preserve or on adjacent lands. 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 Management Plan. The responding Party shall give notice thereof to the other Parties by any practicable means as soon as possible, before, during or after initiating response to the emergency.

7. ANNUAL WORK PLAN - All Parties shall adopt Annual Work Plans setting forth the particular activities needed to carry out the Management Plan. The Annual Work Plan may also assign nonrecurring 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.

8. PRESERVE MANAGER - The Preserve Manager has primary responsibility for coordinating the implementation of this Agreement. This position will be responsible for coordinating and administering all activities on the Preserve, including burning,

ecological restoration, research, monitoring, and public use. The Preserve Manager will be responsible for convening and presiding at meetings of administrative representatives. The Preserve Manager will coordinate the preparation of the Management Plan and amendments to the Management Plan, as well as Annual Work Plans and annual reports.

9. BLM'S PARTICIPATION - BLM manages substantial portions of the Salmon Falls and Cameron Park units of the Preserve, as well as the core properties of the Martel Creek and Penny Lane satellite preserve units, and 40 acres in the Pine Hill unit. BLM lands in the Preserve support five plant species listed under the federal Endangered Species Act of 1973. As a federal agency, BLM must comply with the federal Endangered Species Act, and in consultation with the FWS, utilize its authorities in furtherance of the purposes of the Act by carrying out programs for the conservation of endangered species. Subject to the availability of appropriated funds and compliance with all regulatory and statutory requirements, BLM agrees to implement the following tasks:

A. Management planning - Provide botanical and fire expertise for the planning process. Provide botanist to participate in inventory and monitoring of rare plant populations.

B. Fuels management - Provide heavy equipment services and hand crews for mechanical fuels treatments and for preparations for burning. Provide a fire specialist and equipment for prescribed burns.

C. Special management designation - Designate the BLM lands included in the Preserve, through BLM's land use plan amendment and National Environmental Policy Act review, as Area of Critical Environmental Concern.

D. Research - Participate in setting priorities, designing and evaluating proposed research to address issues critical to Preserve management. Pursue funding opportunities available to federal agencies to promote research that furthers Preserve goals.

E. General management approach - Exercise its authority under Federal Land Policy and Management Act as manager of federally owned lands to preserve, protect and manage the unique natural ecosystems of the Preserve. Focus management on the conservation and recovery of the five species listed under the federal and state endangered species acts.

10. CDFW's PARTICIPATION - The CDFW manages portions of the Salmon Falls and Pine Hill units of the Preserve. These lands are known collectively as the Pine Hill Ecological Reserve (PHER). The lands were purchased or transferred to the State for the purpose of conserving the plant species that are the subject of this Management Plan. A management plan exists for the PHER lands that is compatible with the goals of this Agreement. Access to PHER (other than law enforcement officers, fire agencies, and CDFW employees in the performance of their duties) requires verbal permission from the Preserve Manager. The Preserve Manager will contact CDFW to inform about the granted permission, parties involved and purpose of the granted access. Subject to the availability of appropriated funds and compliance with all regulatory and statutory requirements, CDFW agrees to implement the following tasks:

A. Oversight - Retain oversight authority of management activities on the PHER conducted by the Preserve Manager (defined in Section 8 of this Agreement). Only activities approved by CDFW may be conducted on PHER. Approval of activities not covered under the Management Plan may be provided to Preserve Manager in writing or verbally.

B. Management - Conduct, in its discretion, management activities on the PHER for the conservation and enhancement of the rare plant species that are consistent with the Agreement, the overall Management Plan and Annual Work Plans. DFW will coordinate management efforts with the Preserve Manager and the Management Agreement Administrators (defined in Section 4 of this Agreement).

C. PHER - Finalize a draft update to the PHER management plan and ensure that it is compatible with this Agreement and the overall Management Plan.

D. Consultation - Provide consultation regarding compliance of Preserve activities with the California Environmental Quality Act (CEQA) and the California Endangered Species Act. CDFW will serve as the lead agency for purposes of the CEQA.

E. Resource Protection - Participate with other signatory agencies in patrol/resource protection, land management, research and interpretive activities throughout the Preserve to the extent feasible for available staff.

F. Funding - Participate with other signatory agencies in the development of proposals to obtain funds to complete the Preserve and implement the Management Plan.

G. Availability of Funds - 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.

H. Execution of this Agreement is exempt from CEQA under the categorical exemptions in CEQA guidelines 15307 and 15308.

11. EDC's PARTICIPATION - EDC shall exercise its authority via implementation of the adopted goals and policies of the General Plan and Zoning Ordinance with the intent of furthering the purposes of the Preserve. Subject to the availability of funds and compliance with all regulatory and statutory requirements, EDC agrees to implement, at minimum, the following tasks:

A. Preserve Designation - Maintain the existing Ecological Preserve designation as an overlay on the General Plan Land Use Maps which delineates the five Pine Hill Ecological Preserve units.

B. Development Standards - Include in the County's Zoning Ordinance additional development standards applicable to parcels of land which are affected by the Ecological Preserve overlay.

C. Acquisition and Management - Participate in land and/or conservation easement acquisition and management in a manner consistent with the implementation strategies associated with the five Pine Hill Preserve units as included in the background report of the General Plan and subject to the availability and appropriation of funds.

D. Funding - Fund a reasonable share of the total land acquisition cost and operations and maintenance cost as needed to implement the Pine Hill Preserve as authorized by adopted ordinances and fee resolutions and subject to the availability and appropriation of funds. EDC shall not be required to provide any funds or cover any costs at such time EDC is no longer a party to this Agreement.

E. General Plan Compliance - Use its discretionary review powers in an effort project compliance with applicable objectives and policies of the General Plan in a manner consistent with the Goals of this Cooperative Management Agreement and subject to consideration of any competing General Plan policies.

F. Technical Support - Provide technical support in the form of staff expertise and/or GIS mapping.

G. Management - Participate in setting priorities and evaluating proposed research necessary to address matters critical to Preserve management.

12. USFWS' s PARTICIPATION - USFWS does not own or manage any lands within the Preserve but is responsible for administering the federal Endangered Species Act. USFWS will participate in the implementation of the Recovery Plan for Gabbro Soil Plants of the Central Sierra Nevada Foothills, which includes the five listed plant species found in the Preserve and El Dorado mule-ears. Subject to the availability of appropriated funds and compliance with all regulatory and statutory requirements, USFWS agrees to implement the following tasks:

A. Technical Advice - Provide technical advice on implementation of all aspects of the recovery plan.

B. Management Committee - Serve on the Preserve management committee.

C. Research - Work with the other signatory agencies to set research priorities and to design and/or evaluate proposed research relevant to Preserve management or biology of the species covered in this agreement.

D. Funding - Pursue funding opportunities available to federal agencies to further Preserve goals and work with other signatory agencies in development of proposals to obtain funds to complete and manage the Preserve system. An example of funding opportunities include the FWS/Reclamation Central Valley Project Improvement Act Habitat Restoration Program.

E. Public Awareness - Work with the other signatory agencies to enhance public awareness of the species and plant communities of the Pine Hill gabbro formation, the Preserve, and the recovery plan.

F. ESA Compliance - Provide technical advice or consultation necessary under section 7(a)(2) of the Endangered Species Act with regard to Preserve activities.

13. CAL FIRE PARTICIPATION - The CAL FIRE owns a portion of the Pine Hill Unit of the Preserve (approximately 80 acres) and agrees to manage the portion of the Preserve to protect and enhance rare plant species located on this parcel. Subject to the availability of appropriated funds and compliance with all regulatory and statutory requirements, CAL FIRE agrees to implement the following tasks:

A. Management planning - Review and approve all fire management projects prior to initiation of projects. CAL FIRE will evaluate impacts of fire related projects to adjacent properties as they relate to fire protection.

B. Fuels Management - Coordinate all fire related management activities

through the Vegetation Management Program Coordinator. Through the Vegetation Management Program (VMP), CAL FIRE will provide prescribed fire expertise and equipment for prescribed fire projects. The VMP Coordinator, under the direction of the Pre-Fire Division and Operations Division in the Amador/ El Dorado Ranger Unit, will determine to what extent CAL FIRE resources will be activated or deployed.

14. EID's PARTICIPATION - EID has water main easements within the boundaries of the Cameron Park unit of the Pine Hill Preserve. The District has committed to access and maintenance of these easements to minimize the impacts on plants and habitat. These easements facilitate access to the preserve for fire management responsibilities. Subject to the availability of funds and compliance with all regulatory and statutory requirements, EID agrees to implement the following tasks:

- A. Continue its active participation in the meetings held in coordination with implementation of this Agreement.
- B. Continue to collect the conservation surcharge placed on new EID water service connections for land acquisition purchases and EID's quarter-share portion of the Pine Hill Preserve Manager salary.
- C. Continue quarter-share portion of the Pine Hill Preserve Manager salary.
- D. Consider utilization of collected funds in support of land acquisition purchases.

15. Reclamation's PARTICIPATION - Reclamation acquired 29.23 acres of land for the construction of Folsom Dam & Reservoir (T.11N., R.9E., Section 31, MDBM). This parcel is located within the boundary of the Salmon Falls unit of the Pine Hill Preserve. Under the Central Valley Project Improvement Act (CVPIA), Reclamation and Fish and Wildlife Service have contributed \$1.5 million dollars for land acquisitions for the Pine Hill Preserve. California State Parks and Recreation (Parks) is Reclamation's managing partner for the Folsom Lake State Recreation Area. Reclamation will coordinate with Parks in managing Reclamation lands within the Pine Hill Preserve in accordance with the approved Management Plan.

Reclamation has also directly contributed to the land protection, management, research and restoration activities at the Pine Hill Preserve through funding provided by the FWS/Reclamation Central Valley Project Improvement Act Habitat Restoration Program.

16. ARC'S PARTICIPATION - The ARC has provided fund-raising, acquisition and educational services towards the purchase of substantial portions of the Salmon Falls, Martel Creek, Pine Hill and Cameron Park units of the Pine Hill Preserve. Within the organization's fiscal and personnel constraints, the ARC hereby agrees to provide additional assistance as follows:

A. Management and acquisition funding - Provide fund-raising expertise in habitat acquisition and management funding.

B. Volunteer labor in Preserve management - Provide volunteer support in the management of Preserve lands.

C. Public education - Provide public education services such as guided field trips, traveling displays, public workshops and written materials.

17. EDCWA'S PARTICIPATION - The EDCWA will maintain active participation at Pine Hill Preserve Management meetings. The EDCWA will continue to offer support in the protection, care and management of the Pine Hill Preserve lands.

18. CNPS' PARTICIPATION - The CNPS has provided and will continue to provide, within the organizations fiscal and personnel constraints, technical expertise on plant biology, ecology, and conservation planning; public outreach and education through development of educational materials, presentations, and hosting plant walks; volunteer support for the management of the Preserve lands; and support for fundraising campaigns to acquire additional Preserve lands.

19. 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 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, rather than terminate or suspend an activity. The parties recognize that the performance of each other Party under this Agreement may, from time to time, be unavoidably curtailed due to lack of funding. Funds shall be deemed available, if in the sole discretion of each of the respective Parties, they determine that funds are available. If activities must be suspended or terminated, priority shall be given to continuing habitat management.

20. AMENDMENT PROCESS - This Agreement may be amended, as necessary or

desirable, by a written amendment approved by all of the Parties.

A. Any Party may propose an amendment by providing a written copy of the proposed amendment to the other Parties. No amendment shall become effective unless and until it has been approved in writing by all of the Parties.

B. 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.

21. 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 the federal Endangered Species Act (16 U.S.C. Section 1531 et seq.), the Federal Advisory Committee Act, or any other applicable state or federal law or regulation.

22. 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 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.

23. TERM OF THIS AGREEMENT - This Agreement shall become effective on the date the Parties hereto have executed it, and as to the State, upon approval of the California Department of General Services, and shall remain in effect until September 30, 2026. This Agreement may be renewed by written agreement for additional ten year periods 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.

24. CONSISTENCY - In the event of any conflict between the primary and secondary goals stated in this Agreement and the terms of the Management Plan or any Annual Work Plan, this Agreement shall prevail.

25. EXECUTION - This Agreement is executed in ten (10) copies, each of which is to be considered an original.

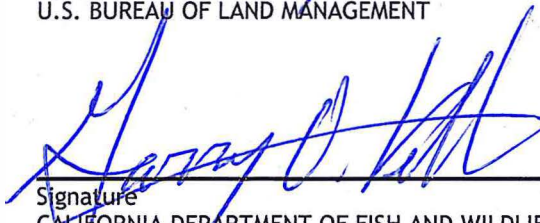
26. AVAILABILITY OF FUNDS - Implementation of this Agreement by any Party shall be subject to the availability of funds to that Party.



27. ELECTED OFFICIALS 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.

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

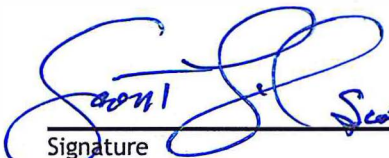
IN WITNESS WHEREOF, the parties have caused this Cooperative Management Agreement for the Pine Hill Preserve, El Dorado County, to be duly executed.

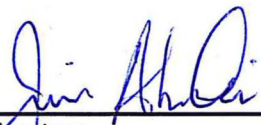

Signature Title Date
U.S. BUREAU OF LAND MANAGEMENT Field Manager 1-16-18

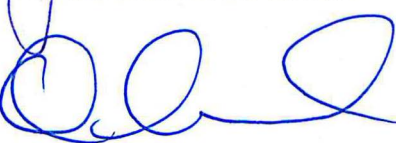

Signature Title Date
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE Acting Regional Manager 2/8/18



Signature Title Date
EL DORADO COUNTY ATTEST: James S. Mitrison
Clerk of the Board of Supervisors 6/26/2018
By 
Kim Dawson, Sr. Deputy Clerk


Signature Title Date
U.S. FISH AND WILDLIFE SERVICE Field Supervisor 2/16/18


Signature Title Date
California Department of Forestry and Fire Protection Scott Lindgren chief 1/23/18


Signature Title Date
EL DORADO IRRIGATION DISTRICT GM 1-11-18


Signature Title Date
U.S. BUREAU OF RECLAMATION AM 4/23/18

Reviewed & Approved as to Form on: 1-11-18

E.D. Office of the General Counsel

Cole Shogatt *Executive Director* *4-25-18*
Signature Title Date
AMERICAN RIVER CONSERVANCY

Kimberly V. Taylor *General Manager* *2-14-18*
Signature Title Date
EL DORADO COUNTY WATER AGENCY

Susan Kelly *Conservation Chair* *4-27-18*
Signature Title Date
THE CALIFORNIA NATIVE PLANT SOCIETY

Figure 1. Lands managed under the Pine Hill Preserve

