

Central Modoc Resource Conservation District
COOPERATING AGREEMENT

This agreement dated mo ___ day ___ year _____ between _____ (hereafter referred to as “Cooperator”) and Central Modoc Resource Conservation District is entered into pursuant to authority contained in California Public Resources Code, Div. 9.

Cooperator, as owner of property located at _____ hereby agrees to join in partnership with Central Modoc Resource Conservation District in the funding and implementation of a project to _____ as outlined below.

A. PROJECT PURPOSE AND GOALS

1. Management Goals & Objectives at the Site:

2. Statement of Management Problems:

3. Management Alternatives Considered (*not necessary for small projects that meet CEQA categorical exemption criteria*) :

4. Project Requirements for Selected Alternative. (*Typically attached as a final project plan, which will include project design details, maintenance specs, grazing plans, etc.*).

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B. ROLES AND RESPONSIBILITIES

CMRCD: Project coordination, permitting, environmental compliance, grant administration, project documentation.

Landowners: Assistance with pre-project site documentation, project implementation, project monitoring, and out year maintenance.

Monitoring: Site conditions will be subject to thorough pre- and post- implementation documentation via fixed photo points, stream channel measurements, vegetation characteristics, and wildlife observed. Out year monitoring shall consist of periodic replication every 3 to 5 years (or after major flood events) of original observations to assess effects of project implementation

Maintenance: Routine maintenance of the site shall be the responsibility of the landowners, and shall primarily entail the maintenance of suitable grazing practices, including fence maintenance, that ensure the health of the desired riparian, wetland, and meadow vegetation. Routine treatment of noxious weeds is recommended. Landowners will observe the site and report any failures of plantings and biotechnical installations to CMRCD for the purpose of documenting performance and assessing repair strategies. Landowners agree to not substantially alter the site or the installations without consultation with CMRCD.

C. ACCESS:

The directors, staff and authorized contractors of Central Modoc Resource Conservation District are granted reasonable access to cooperator's property for the purpose of implementing the Project as described above. Representatives from funding sources that support this project and regulatory authorities responsible for permit compliance are also granted reasonable access to cooperator's property for the purpose of inspecting and verifying completion of the project.

All property rights are retained by the landowner cooperator, and cooperator continues to exercise control of access to the property. Cooperator may stipulate any conditions on access that the cooperator deems necessary (any access conditions shall be appended to the end of this document).

Cooperator may at any time modify existing conditions of access or specify new conditions for access by notification of the CMRCD Project Coordinator or Watershed Coordinator

D. PRESENTATION TO DIRECTORS: Cooperator agrees to attend at least one regular public meeting of CMRCD Board of Directors per year for the life of the approved project, in order to update the Directors on the project.

CMRCD, its directors, staff, volunteers and contractors reserve the right to enter the land at reasonable times for all project purposes including planning, implementation and inspection. CMRCD assumes no liability for damage or injury other than that caused by its own negligence or errors at the project area.

E. DISCLOSURE OF LEGAL ENCUMBRANCES: Cooperator affirms that any outstanding legal actions or environmental mitigation requirements currently in force on this land by any environmental compliance agency have been disclosed to CMRCD.

Cooperator guarantees ownership of the project area as described above, and warrants that no outstanding rights which interfere with the proposed project are known to the cooperator.

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F. CONSERVATION PLANNING: Cooperator will present to the directors a current and approved farm, ranch or land conservation plan for any property upon which the proposed conservation project is to be implemented before funding is sought. Cooperator agrees to maintain that plan for the agreed life of this project, and that copies of the plan and any approved updates will be kept on file with CMRCD.

G. PROJECT MONITORING: Cooperator agrees to work with CMRCD Directors and staff to initiate site assessment and monitoring (as developed under Policy 5) at the project area in order to allow project planning and to document changes at the site resulting from subsequent management actions.

H. PROJECT FUNDING

H.1 FUNDING SEARCH (for initial cooperative agreement): Cooperator agrees to work with CMRCD to seek funding for the proposed project. Cooperator understands that project funding will be contingent upon terms and conditions that depend on funding source, and that any potential funding source may be declined for any reason.

CMRCD makes no guarantee that funding will be obtained, and is not obligated to fulfill funding from sources that are withdrawn by the funding source. In the event of loss of expected funding, agreed time periods will be amended or ended upon consultation between the cooperator and CMRCD.

H.2 PROJECT FUNDING AND TERMS (after appropriate funding source is found):
Cooperator agrees to the terms and requirements of the accepted potential funding source as listed below (a separate agreement with the funding source may be required by some funding sources):

Life of Project: *(the time frame after which maintenance will no longer be considered necessary)*
Term of Maintenance shall be ____ years.

Maintenance Requirements: *(describe maintenance terms, e.g. grazing plans, irrigation, etc. other terms. This item may be completed by referring to the plan presented above)*

The cooperator will notify CMRCD of planned or pending changes of ownership, and ensure that any new owners are informed of the project's goals.

At the end of the agreement, the cooperator assumes full and complete responsibility for all project effects. No obligation to CMRCD or any approved partners shall exist after the terms of this agreement have expired.

Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

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I. LAND SALE: Cooperator agrees that, upon sale of the property, the new landowners will be informed of the cooperating relationship with CMRCD, and urged to continue maintenance of the project for the remaining life of the project.

J. REGULATORY COMPLIANCE: Cooperator agrees to abide by all pertinent environmental laws and regulations affecting the project area for the life of the project.

K. PRIVACY POLICY: CMRCD agrees that plans and monitoring data are the property of the Cooperator. Cooperator agrees that copies of all conservation plans, monitoring data, cooperating agreements, etc. will remain on file with CMRCD, and will not be released to any person or agency without the consent of the landowners. The Cooperator agrees that CMRCD may use the plans and data to compile local and regional land use information for the purpose of watershed planning and reports.

L. PARTNERSHIPS: In order to assure project success, cooperator agrees to additional partnerships as listed below:

M. AMENDMENTS: This cooperative agreement may be amended upon mutual agreement between the landowner and CMRCD.

Therefore, I (we) _____ as Cooperator(s), agree to the policies described above and CMRCD agrees to diligently serve to assist the cooperator in reaching the stated management goals.

(signatures)