

COOPERATIVE MANAGEMENT AGREEMENT
among the
NATIONAL PARK SERVICE
and
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
and
SANTA MONICA MOUNTAINS CONSERVANCY
and
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
for
THE COOPERATIVE MANAGEMENT OF
THE SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA

THIS COOPERATIVE MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2008, by and between the STATE OF CALIFORNIA, acting through the California Department of Parks and Recreation (“CDPR”), the Santa Monica Mountains Conservancy (“SMMC”), the Mountains Recreation and Conservation Authority (“MRCA”), and the UNITED STATES OF AMERICA, acting through the National Park Service (“NPS”). CDPR, SMMC, MRCA, and NPS may hereinafter be referred to as a “Party,” or collectively the “Parties.”

ARTICLE I - BACKGROUND AND OBJECTIVES

The California Coordinating Committee on Operational Efficiencies (“Committee”), in a 1993 report representing the combined recommendations of the CDPR and the NPS, concluded that the Malibu Coast Parks located within the congressionally authorized boundary of the Santa Monica Mountains National Recreation Area (“Cooperative Zone”) should be managed by the CDPR and the NPS in a cooperative manner under a Cooperative Management Agreement.

That Committee further concluded the CDPR and the NPS should seek participation from the SMMC in the cooperative management of the Cooperative Zone.

The Committee also concluded such cooperation would allow the identification, development and implementation of operational efficiencies resulting in enhanced protection of park resources and improved service to the public.

The SMMC has entered into a reciprocal management agreement with the MRCA, a joint powers agency of the SMMC and the Conejo and Rancho Simi Recreation and Park Districts, for the operation of parkland owned or administered by the SMMC.

The CDPR, the NPS, the SMMC and the MRCA similarly conclude that the commitment of their respective resources within the Cooperative Zone can enhance the common protection of all park visitors and resources, as well as the appropriate enjoyment and appreciation of the same by the public.

The CDPR, the NPS, the SMMC and the MRCA would benefit by greater efficiency and cost savings derived from cooperative operating procedures and practices and law enforcement (both resource and visitor protection), as well as standardized signs and rules, and thereby promote less confusion and improved convenience for park users.

The CDPR, the NPS, the SMMC and the MRCA believe that whenever possible, further efficiency, greater consistency and more effectiveness can be derived from planning throughout the Cooperative Zone that is cooperatively produced, reviewed and approved.

The CDPR, the NPS, the SMMC and the MRCA desire to enter into an agreement to provide for cooperative management of all CDPR, NPS, SMMC, and MRCA lands within the Cooperative Zone in order to obtain such benefits.

ARTICLE II - AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code of the State of California, CDPR, SMMC, and MRCA may enter into agreements with agencies of the United States and other public agencies for the joint exercise of any power common to the contracting agencies, such as the common power of CDPR, SMMC, MRCA, and NPS to administer, protect, develop, and interpret the property under their jurisdictions for park and recreation purposes.

Pursuant to 16 U.S.C. § 1a-2(l), the NPS is authorized to cooperate with State and local park agencies for the more effective and efficient management of adjacent park areas, so long as the administrative responsibilities for any unit of the National Park System are not transferred.

Pursuant to other authority specifically set out in any addenda that fall under this Cooperative Management Agreement.

Now, therefore, CDPR, SMMC, MRCA, and NPS mutually agree as follows:

ARTICLE III-STATEMENT OF WORK

- A. All Parties to this Agreement, to the extent deemed appropriate by each Party at its own discretion, shall:
 1. Utilize their respective resources, staff, equipment and facilities assigned to the Cooperative Zone for the common protection of all resources contained within the Cooperative Zone, as well as for the appropriate enjoyment and appreciation of the same by the public.
 2. Designate a staff liaison for purposes of discussing and resolving coordination matters. Agency heads will resolve substantive issues, including issues not resolved at the

liaison level. Liaisons will meet on a quarterly basis to discuss and resolve coordination matters.

3. Seek to attain cooperative operating procedures and practices that result in efficiencies and cost savings. All revenues earned and received by a Party shall be retained by that Party and it is the Parties' intent that savings accruing therefrom be utilized for the enhanced protection of Cooperative Zone resources and service to Cooperative Zone visitors by each Party at its discretion, subject to applicable laws and policies.
4. Develop and employ operating procedures and standards to ensure cooperative accomplishments of agreed upon Cooperative Zone activities, which may include but not be limited to: visitor and resource protection, public safety, fire management, administration, public information, interpretation and publications, volunteer management, resource management, maintenance, design and construction, planning, signing, and the development of policies.
5. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies.
6. Produce, review, and approve Cooperative Zone plans by cooperative means. Existing plans will serve as current direction, pending their revision or replacement. The Parties shall cooperatively review non-Cooperative Zone plans that affect Cooperative Zone interests. In addition, NPS, C DPR, SMMC and MRCA agree that they should work cooperatively to:
 - (a) Implement the Land Protection Plan for the Santa Monica Mountains National Recreation Area;
 - (b) Develop a Regional Trail Management Plan to provide uniform standards and guidelines for managing trails in the Cooperative Zone; and
 - (c) Develop a master plan for cooperative management of King Gillette Ranch, including planning for site improvements, building utilization, and an interagency visitor center.
7. Exchange operational responsibilities for parklands within the Cooperative Zone when the Parties of ownership and responsibility agree such exchanges will result in more cost-effective management and/or enhanced public services. Said exchanges shall be detailed in Addendums to this Agreement.

The parties may enter into Addenda for interpretation and education, law enforcement, maintenance, and other specific areas of responsibilities as needed. Any Addenda shall hereby incorporate the applicable provisions of this Agreement and the provisions of said Addenda are hereby incorporated.

B. The NPS shall:

1. With respect to FRANKLIN CANYON:

- a) Assign day-to-day operation of NPS property (except housing unit 116 and the maintenance building) in Upper Franklin Canyon and Franklin Canyon Ranch to the MRCA.
 - b) Provide for joint use of the Franklin Canyon maintenance building.
 - c) Accomplish all planning and historic clearances required based on written proposal from the MRCA for modifications to historic and contemporary facilities.
 - d) Facilitate the future revision of the Franklin Canyon Development Concept Plan.
2. With respect to LIBERTY CANYON:
- a) Conduct ranger patrols for law enforcement of applicable laws.
 - b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the MRCA.
 - c) Construct and maintain park-related improvements with prior-written approval by MRCA to the extent consistent with applicable laws.
 - d) Maintain the access road and accomplishment of required weed abatement.
3. With respect to the interactions of the Mountain Bike Unit (MBU) and Mounted Patrol Unit (MPU), cooperatively managed volunteer programs:
- a) Submit appropriate Federal worker compensation claims when volunteers are injured while working within the scope of their assigned volunteer duties by NPS.
4. With respect to KING GILLETTE RANCH:
- a) Contribute staff and resources to planning and operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.
 - b) Facilitate the execution of a General Services Administration rental agreement with MRCA for visitor center and administrative office spaces consistent with an approved space plan prepared jointly by NPS, CDPR, SMMC, and MRCA.
 - c) Cooperate with CDPR, SMMC, and MRCA in planning and operating an environmental education center to connect diverse audiences to stewardship

through curriculum-based education programs and other education services. Such plan and operation of an environmental education center and programs shall be implemented under an Addendum to this Agreement to be executed by the Parties.

C. The MRCA shall:

1. With respect to FRANKLIN CANYON:
 - a) Conduct ranger patrol for law enforcement of applicable laws. In addition to general park ranger patrol and enforcement, the MRCA Park Ordinance shall be used for traffic enforcement on Franklin Canyon internal, mixed use roadways.
 - b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the NPS.
 - c) Use the Doheny Ranch House pursuant to written permission by NPS.
 - d) Provide janitorial, trash removal and grounds maintenance based on a written site maintenance plan approved by NPS.
 - e) Maintain the trail network (no new trails or substantial modification of existing trails will be done without prior written approval by NPS).
 - f) Construct and maintain park-related improvements with prior written approval by NPS.
 - g) Erect or post and maintain signs that reflect the joint management of the Franklin Canyon Area by NPS and MRCA.
 - h) Cooperate in the preparation of a future revision of the Development Concept Plan for Franklin Canyon.
2. With respect to LIBERTY CANYON:
 - a) Accomplish all planning and historic clearances required based on written proposal from the NPS for modifications to historic and contemporary facilities.
3. With respect to the interactions of the Mountain Bike Unit (MBU) and Mounted Patrol Unit (MPU), cooperatively managed volunteer programs:
 - a) Submit appropriate worker compensation claims when volunteers are injured on while working within the scope of their assigned volunteer duties under supervision of MRCA.

4. With respect to KING GILLETTE RANCH:

- a) Provide visitor center and administrative office spaces for NPS and CDPR staff consistent with a space plan prepared and approved by NPS, CDPR, SMMC, and MRCA. The provision of space will be subject to an acceptable rental agreement with the General Services Administration that provides consideration not to exceed fair market value.
- b) Contribute staff and resources to planning and operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.
- c) Cooperate with NPS, CDPR, and SMMC in planning and operating an environmental education center to connect diverse audiences to stewardship through curriculum-based education programs and other education services. Such plan and operation of an environmental education center and programs shall be implemented under an Addendum to this Agreement to be executed by the Parties.

D. The CDPR shall:

1. With respect to the interactions of the Mountain Bike Unit (MBU) and Mounted Patrol Unit (MPU), cooperatively managed volunteer programs:
 - a) Submit appropriate State worker compensation claims when volunteers are injured while working within the scope of their assigned volunteer duties under the supervision of CDPR.
2. With respect to KING GILLETTE RANCH:
 - a) To the extent practical, contribute to planning and operating administrative office space for NPS and CDPR staff.
 - b) Contribute staff and resources to planning and operating an interagency visitor center to provide appropriate interpretive information and media about the Cooperative Zone, pursuant to an Addendum to this agreement to be executed by the Parties.
 - c) Cooperate with NPS, SMMC, and MRCA in planning and operating an environmental education center to connect diverse audiences to stewardship through curriculum-based education programs and other education services. Such plan and operation of an environmental education center and programs shall be implemented under an Addendum to this Agreement to be executed by the Parties.

ARTICLE IV - TERM OF AGREEMENT

This Cooperative Management Agreement shall remain in effect continuously from the effective date hereof, unless prior thereto it is terminated or modified pursuant to the provisions of Article IX hereof or of any applicable Federal or State law or regulation.

ARTICLE V - KEY OFFICIALS

A. For NPS:

1. Woody Smeck, Superintendent
Santa Monica Mountains National Recreation Area
401 W. Hillcrest Drive
Thousand Oaks, California 91360
2. Jonathan Jarvis, Regional Director
National Park Service
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607

B. For C DPR:

1. Ronald Schafer, Superintendent
Angeles District
California Department of Parks and Recreation
1925 Las Virgenes Road
Calabasas, California 91302
2. Ruth Coleman, Director
Department of Parks and Recreation
State of California
1416 9th Street
Sacramento, California 94926-0001

C. For SMMC:

Joseph T. Edmiston, Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, California 90265

D. For MRCA:

Joseph T. Edmiston, Executive Officer

Mountains Recreation and Conservation Authority
5810 Ramirez Canyon Road
Malibu, California 90265

ARTICLE VI - EXPENDITURE OF FUNDS AND RESOURCES

Nothing in this Cooperative Management Agreement shall be construed as obligating NPS, CDPR, SMMC and MRCA to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Cooperative Management Agreement shall be authorized by individual Addendum. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate Addendum shall be consummated obligating funds where necessary. Whenever a transfer of funds is specified, the relevant implementing Addendum shall include a description of the project, the authority for the expenditure/transfer, the specific funding source and amount(s) and names, addresses and telephone numbers for contact regarding billing questions. Overhead rates shall be waived unless specifically agreed to in the Addendum, subject to any applicable laws. Fees and assessments for late payments shall be waived, subject to any applicable laws. All direct costs relating to a specific project shall be reimbursed by the NPS, CDPR, SMMC, and MRCA as mutually agreed upon. A Sample Addendum is attached as Attachment A.

Each of the Parties agrees to make good faith efforts to implement this Agreement and will contribute use of its available staff, equipment and facilities toward implementation of this Agreement at its discretion, but nothing in this Agreement shall be construed as obligating the Parties in the expenditure of funds, staff, property or other resources. The Parties agree that implementation of this Agreement is subject to funding and staff limitations, as well as other priorities of each Party.

ARTICLE VII - REPORTS

A collaborative one-year work plan for cooperative management of the Cooperative Zone will be submitted for final approval to the NPS Regional Director, the CDPR Director, and the governing Boards of SMMC and MRCA on an annual basis. A status report on progress and accomplishments by NPS, CDPR, SMMC and MRCA will be submitted to both Directors and the governing Boards of the SMMC and MRCA on an annual basis.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

Any tools, equipment, material or other personal property supplied by NPS shall remain the property of the NPS. Similarly, any tools, equipment, material or other personal property supplied by CDPR, SMMC and MRCA shall remain the property of the agency that supplied the property.

ARTICLE IX - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the Parties.
- B. Any Party may terminate its participation in this Agreement by providing sixty (60) days written notice to the other parties.

ARTICLE X - GENERAL AND SPECIAL PROVISIONS

A. Non-Discrimination

All activities pursuant this Agreement shall be in compliance with the requirement of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Lobbying Prohibition

18 *U.S.C. § 1913*, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

C. Anti-Deficiency Act

31 *U.S.C. § 1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

D. Liability

Each Party accepts responsibility for any property damage, injury or death that occurs in connection with its implementation of this Agreement to the extent that such damage, injury or death is caused by its own negligent acts or omissions, or willful

misconduct, or the negligent acts, omissions, or willful misconduct of its officers, employees and/or agents acting within the scope of their employment, agency or official capacity, to the fullest extent permitted by law.

Except as expressly provided for herein, nothing in this Agreement shall be construed as creating joint liability with regard to any of the activities undertaken in implementation of this Agreement. Nothing in this Agreement shall be construed as giving any of the Parties the right or ability to bind the others or create any joint liability with regard to, or as a result of, the activities undertaken to implement this Agreement.

All employees or agents of a Party shall remain employees or agents of that Party and shall be subject to the laws, procedures, rules and policies governing that Party's employees and/or agents.

ARTICLE XI – AUTHORIZED SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Cooperative Management Agreement.

_____ Date _____
Woody Smeck, Superintendent
Santa Monica Mountains National Recreation Area
National Park Service

_____ Date _____
Ronald Schafer, Superintendent
Angeles District
California Department of Parks and Recreation

_____ Date _____
Ronald Schafer, Chairperson
Santa Monica Mountains Conservancy
State of California

_____ Date _____
Michael Berger, Chairperson

Mountains Recreation and Conservation Authority
A Joint Powers Entity established pursuant to Section 6500 *et seq.* of the California
Government Code

_____ Date _____
Jonathan B. Jarvis, Regional Director
Pacific West Region
National Park Service

_____ Date _____
Ruth Coleman, Director
California Department of Parks and Recreation

Attachment A
SAMPLE ADDENDUM

Addendum Number J8540xxxxxx
Between
United States Department of the Interior
National Park Service
and
California Department of Parks and Recreation
Angeles Sector
and
Santa Monica Mountains Conservancy
and
Mountains Recreation and Conservation Authority

ARTICLE I – GENERAL TERMS

Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Management Agreement shall apply to this Addendum.

ARTICLE II – STATEMENT OF WORK (include complete description of project/purchase, location, services to be provided and by whom, equipment needed duration of project, etc.)

NPS/CDPR/SMMC/MRCA agrees to:

- 1.
- 2.

NPS/CDPR/SMMC/MRCA agrees to:

- 1.
- 2.

[Optional] NPS/CDPR/SMMC/MRCA jointly agree to:

- 1.
- 2.

ARTICLE III- TERM OF ADDENDUM

This Addendum will become effective on the date of final signature and extend through _____(NTE Date).

ARTICLE IV – AWARD AND PAYMENT

Financial Assistance:

_____ will provide funding to _____ in an amount not to exceed _____ for the work described in Article II.

Appropriation Data:

The chargeable appropriation for this Addendum is:

_____.

ARTICLE V – AGENCY CONTACTS

For NPS/CDPR/SMMC/MRCA: _____ Date _____

For NPS/CDPR/SMMC/MRCA: _____ Date _____

ARTICLE VI- SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Addendum on the date(s) set forth below.

For the California Department of Parks and Recreation

Title Date

For the National Park Service

Title Date

For the Santa Monica Mountains Conservancy

Title Date

For the Mountains Recreation and Conservation Authority

Title Date