

COOPERATIVE MANAGEMENT AGREEMENT
between the
NATIONAL PARK SERVICE
and
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
for
THE COOPERATIVE MANAGEMENT OF
THE REDWOOD NATIONAL AND STATE PARKS

THIS COOPERATIVE MANAGEMENT AGREEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting through the California Department of Parks and Recreation (CDPR), and the UNITED STATES OF AMERICA, acting through the National Park Service (NPS).

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 Jedediah Smith Redwoods State Park, Del Norte Coast Redwoods State Park, Prairie Creek Redwoods State Park and Redwood National Park, all located within the congressionally authorized boundary of the national park, should be cooperatively managed by both agencies.

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

ARTICLE II – AUTHORITY

Pursuant to Section 5080.30 of the Public Resources Code of the State of California, CDPR may enter into agreements with agencies of the United States for the care, maintenance, administration and control of lands under the jurisdiction of the CDPR by any party of the agreement for the purposes of the State Park System.

Pursuant to P.L. 105-83, FY 98 Interior Appropriations Act, § 501(j), 111 Stat. 1614, the Secretary of the Interior (Secretary) is authorized to enter into agreements with the State of California for the cooperative management of Redwood National Park and proximate state lands. The purpose of such agreements is to acquire from and provide to the State of California goods and services to be used by the Secretary and the State of California in cooperative management

of lands if the Secretary determines that appropriations for that purpose are available and an agreement is in the best interest of the United States.

Pursuant to 16 U.S.C. § 1a-2(f), 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 16 U.S.C. § 1a-6, the NPS is authorized to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.

ARTICLE III – STATEMENT OF WORK

A. NPS and CDPR shall:

1. Mutually adopt the designation "Redwood National and State Parks" (RNSP) in referring to the area within the congressionally authorized boundary of Redwood National Park and the boundary of the Redwood Coast Sector, North Coast Redwoods District.
2. Utilize the joint General Management Plan / General Plan approved in 1999 / 2000 to guide the management of RNSP, a copy of which is attached to this Agreement as Attachment A.
3. To the extent practicable, commit their respective resources, staff, equipment, and facilities assigned to RNSP for the common protection of all resources contained within RNSP as well as for the appropriate enjoyment and appreciation of the same by the public, without regard to agency ownership.
4. Mutually adopt the *Mission, Vision, and Guiding Principles* framework (approved August 1996, or as may later be modified or amended) to guide management of RNSP, a copy of which is attached to this Agreement as Attachment B.
5. To the extent practicable and subject to maintaining agency identity, perform work without regard to agency affiliation. Both parties shall project the concept of cooperative management to park visitors, neighbors and governmental agencies through the use of signing, publications and other instruments of communication.
6. Establish cooperative operating procedures and practices that result in efficiencies and cost savings accruing to both agencies. All savings accruing therefrom shall be utilized for the enhanced protection of RNSP resources and providing services to RNSP visitors.
7. Develop joint operating procedures and standards to ensure effective and efficient accomplishment of RNSP activities, including but not limited to: visitor services, resource protection, public information, interpretation and publications, resource management, maintenance, administration, design and construction, planning, signing,

and the development of policies. In addition, NPS and CDPR agree to the following specific actions:

- a. To develop joint procedures for processing permits authorized by the agencies including but not limited to filming, photography, special events, research, collecting, and special public uses;
 - b. To implement a joint Safety Management Program;
 - c. To the extent practicable, to staff jointly RNSP workgroups and committees;
 - d. To develop and implement jointly RNSP Trail, Backcountry Management, Interpretative, Wayside Exhibit, and Publications Plans;
 - e. To implement jointly an Awards and Recognition program;
 - f. To implement jointly the RNSP Sign Plan (approved June 1997); which is attached to this Agreement as Attachment C;
 - g. To share office/facility space where appropriate and feasible in order to achieve efficiencies and provide enhanced services to the public;
 - h. To provide access for employees to both agencies' training opportunities;
 - i. To conduct joint orientation for new employees;
 - j. To revise the parks Position Management Plan for RNSP and to consult to identify the highest priority needs prior to recruiting for and filling vacant permanent positions;
 - k. To continue to support and enhance the RNSP communications framework of joint phone, e-mail, and radio systems (including dispatch services);
 - l. To request the affiliated Cooperating Associations (NPS - Redwood Natural History Association and CDPR - North Coast Redwood Interpretive Association), in coordination with the RNSP Superintendents, to jointly develop workplan objectives on an annual basis; and
 - m. To coordinate public information within RNSP and present it to the media from a single source.
8. To the extent practicable, develop reports for agency and public use that incorporate parks-wide statistics, cooperatively generated, using a consistent procedure (e.g. interpretive contacts, visitation, and ranger patrol statistics).
 9. Ensure that both agencies' management and support staff in Eureka, Oakland, Seattle, and Sacramento provide support to RNSP staff to promote cooperative operations and efficiencies in the best interests of the partnership at RNSP. Agency senior staff and managers shall also provide flexibility and latitude in agency policy and procedures, consistent with applicable federal and state laws, to assist in achieving the objectives of this Agreement.
 10. Develop coordinated workplans that will identify and reflect shared priorities to be implemented jointly.
 11. Coordinate the review of, and provide unified comments on, non-RNSP plans and issues that affect RNSP interests.

B. CDPR shall:

1. Staff the position of State Park Superintendent to manage the state park lands within RNSP on a day-to-day basis in conjunction with the NPS Superintendent. The State Park Superintendent shall be stationed at RNSP Headquarters in Crescent City, with responsibility and decision-making authority on behalf of Jedediah Smith Redwoods State Park, Del Norte Coast Redwoods State Park, and Prairie Creek Redwoods State Park.
2. Staff a resources management liaison position to work cooperatively with the NPS staff in implementing and coordinating resource management programs and projects, who will be stationed at RNSP.

C. NPS shall provide office space and support for the State Park Superintendent and resources management liaison.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall terminate five years from the effective date hereof, unless prior thereto it is terminated pursuant to the provisions of Article IX hereof or of any applicable Federal or State law or regulation. The effective date of this Agreement shall be the date when the final signature is obtained.

ARTICLE V – KEY OFFICIALS

A. For the NPS:

1. Superintendent
Redwood National Park
1111 Second Street
Crescent City, California 95531
2. Regional Director
National Park Service
Pacific West Regional Office
1111 Jackson Street, Suite 700
Oakland, California 94107-1372

B. For CDPR:

1. Sector Superintendent
Redwood Coast Sector
1111 Second Street
Crescent City, California 95531

2. District Superintendent
North Coast Redwoods District
PO Box 2006
Eureka, California 95502-2006
3. Director
Department of Parks and Recreation
State of California
1416 9th Street
Sacramento, California 94926-0001

ARTICLE VI – EXPENDITURE OF FUNDS

- A. This Agreement does not obligate NPS or CDPR to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Agreement shall be authorized by individual task agreements issued against this Agreement identifying each project or group of projects, amount of financial assistance, key officials, and any other special term or condition applicable to the specific project. Complex projects should include a breakdown of financial assistance in the form of a budget including personnel costs. A Sample task agreement is attached as Attachment D.
- B. Unless otherwise specified, the terms and conditions as stated in this Agreement shall apply to all task agreements. Subsequent task agreements shall become part of this Agreement. Overhead rates shall be waived unless specifically agreed to in a task agreement. Fees and assessments for late payments shall be waived. All direct costs relating to a specific project shall be reimbursed by the NPS and CDPR.
- C. Each task agreement shall be assigned a unique number for use in transferring funds between agencies. A "J" prefix shall designate Federal funds being transferred to the State. An "S" prefix will designate State funds being transferred to the Federal Government. Each task agreement shall be fully executed in writing prior to commencement of work or obligation of funds.
- D. Invoices shall be submitted no more frequently than on a monthly basis, shall reference appropriate task agreement numbers, and shall clearly indicate the nature of the charges billed.

ARTICLE VII – REPORTS

A status report on progress and accomplishments by NPS and CDPR shall be submitted to both Directors on an annual basis.

ARTICLE VIII – PROPERTY UTILIZATION AND DISPOSITION

Any tools, equipment, material or other property supplied by an agency shall remain its own. Each agency agrees to properly maintain and safeguard each other's property. Reimbursement or replacement for loss or damage to the other agency's property shall be handled in accordance with the responsible employee's agency policy.

A. ARTICLE IX – MODIFICATION AND TERMINATION

- A. This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters specifically covered in this Agreement. This Agreement may be modified only in writing executed by the parties.
- B. Either party may terminate its participation in this Agreement by providing sixty days written notice to the other party.

ARTICLE X –GENERAL AND SPECIAL PROVISIONS

A. Non-Discrimination

All activities pursuant this Agreement shall be in compliance with the requirements 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. Employees, Consultant, Agents, Contractors and Subcontractors

1. Either party may engage consultants or contract administration personnel as subcontractors to perform, administer, or coordinate any task governed by this Agreement and the attachments hereto. Nothing in this Agreement shall be construed as preventing either party from utilizing as many employees as deemed necessary for the proper and efficient execution of this Agreement.
2. All third party contracts and or subcontracts executed in furtherance of this Agreement shall follow any and all Federal or State laws regarding contracting.

E. Liability

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
2. The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of any State employee while acting within the scope of his or her employment, arising out of this Agreement.

F. Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable, for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, covenants, promises, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

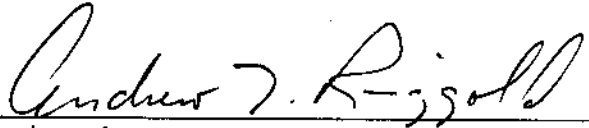
G. Disputes

1. This Agreement shall be construed and interpreted, as to both validity and performance of the parties, in accordance with the laws of the State of California and of the United States.

2. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

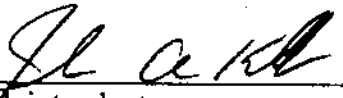
ARTICLE XI – AUTHORIZED SIGNATURES

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



Superintendent
Redwood National and State Parks
National Park Service

Date 3/5/02



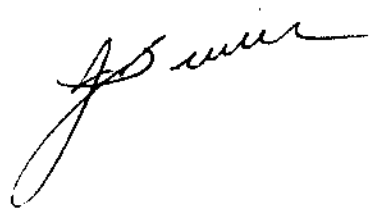
Superintendent
North Coast Redwoods District
California Department of Parks and Recreation

Date 3/6/02



Denzil Verardo, Chief Deputy Director
Administration

Date 3/15/02



APPROVED
APR - 3 2002