

Agenda Item X

Attachment A

JOINT POWERS AGREEMENT
Regarding
Eel River Property, Mendocino County

This Joint Powers Agreement (“Agreement”), effective as of _____, 2015 (“Effective Date”) is entered into by and between the State Coastal Conservancy (“Coastal Conservancy”), an agency of the State of California established pursuant to Division 21 of the California Public Resources Code, and the Sierra Nevada Conservancy (“SNC”), an agency of the State of California established pursuant to Division 23.3 of the California Public Resources Code, with reference to the following facts:

Pertinent Facts

- A. The Coastal Conservancy is charged under Division 21 of the California Public Resources Code with protecting fish and wildlife habitat in coastal watersheds and reserving significant coastal resource sites for public use and enjoyment.
- B. SNC is charged under Division 23 of the California Public Resources Code with protecting water quality; providing increased opportunities for tourism and recreation; aiding in preservation of working landscapes; and protecting the physical, cultural, archaeological, historical and living resources of the Sierra Nevada Region.
- C. Each party has the authority to carry out projects and to accept grants to achieve the purposes of its enabling statute.
- D. The Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council") oversees the conservation of approximately 140,000 acres of land currently or formerly owned by PG&E ("PG&E Watershed Lands") for a range of beneficial public values, including the protection of habitat for fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses and historic values. Certain PG&E Watershed Lands will be donated to the U.S. Forest Service ("Forest Service") for preservation of beneficial public values ("Donated Watershed Lands").
- E. SNC, in carrying out a Conservation Covenant Project, has entered into conservation covenants with the Forest Service that give SNC rights to monitor and enforce Forest Service obligations to preserve beneficial public values on Donated Watershed Lands. The Stewardship Council has granted funds to SNC for its implementation of the Conservation Covenant Project.
- F. SNC desires to carry out its Conservation Covenant Project on approximately 891 acres of PG&E Watershed Lands located along the Eel River in Mendocino County (“Eel River Property”), as described in Exhibit A, outside the Sierra Nevada Region.
- G. The Coastal Conservancy has authority under Division 21 to protect the resources of the Eel River Property, which is in a coastal watershed and contains significant fish and wildlife habitat, and shares SNC’s interest in protecting the beneficial public values of the Eel River Property.

- H. California Government Code Section 6502 authorizes public agencies to exercise jointly by agreement any power common to the agreeing agencies, notwithstanding that one or more of the agencies lacks geographical jurisdiction in the area in which such power is to be jointly exercised.
- I. The parties wish to enter into this joint powers agreement to jointly exercise their common power to carry out projects and to accept grants for purposes of achieving their mutual aim of protecting the beneficial public values of the Eel River Property.

The parties agree as follows, in light of the pertinent facts, above:

- 1. SNC and the Coastal Conservancy hereby agree to jointly exercise their common power to protect beneficial public values and accept grants with respect to the Eel River Property.
- 2. SNC shall implement the Conservation Covenant Project at the Eel River Property in accordance with a grant from Stewardship Council. SNC shall enter into a conservation covenant with the Forest Service, accept grant funds from the Stewardship Council, and take all other actions necessary to implement the Conservation Covenant Project at the Eel River Property.
- 3. SNC shall periodically inform the Coastal Conservancy in writing of the status of the Conservation Covenant Project as carried out at the Eel River Property and shall forward all relevant, final documents to the Coastal Conservancy’s Executive Officer.
- 4. The Effective Date shall be entered into the first paragraph of this Agreement by the last party to sign this Agreement.
- 5. SNC shall be responsible for, indemnify and hold harmless the Coastal Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorney fees, resulting from or arising out of the willful or negligent acts or omissions of SNC, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement.

STATE COASTAL CONSERVANCY

 Samuel Schuchat
 Executive Officer

 Date

SIERRA NEVADA CONSERVANCY

 Jim Branham
 Executive Officer

 Date