

CHAPTER 6: COOPERATIVE MANAGEMENT AGREEMENTS

Policy guidance on the use of cooperative management agreements for the acquisition or provision of supplies and services between the NPS and a state or local government agency, as authorized by Section 802 of the National Park Omnibus Management Act of 1998, 16 U.S.C. 1a-2(1), is being developed and will be inserted here when it is complete.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

**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 is entered into 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”).

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 resources, as well as the appropriate enjoyment and appreciation of the same by the public.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

The CDPR, the NPS, the SMMC, and the MRCA would benefit by greater efficiency and cost savings derived from cooperative operating procedures and practices, as well as standardized signs and rules, and thereby promote less confusion and improved cooperation among 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 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 16 U.S.C. §1a-2(i), 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 NPS.

ARTICLE III – STATEMENT OF WORK

A. All parties shall:

1. Commit the respective resources, staff, equipment, and facilities assigned to the Cooperative Zone to 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, without regard to governmental ownership.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

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. Revenues shall be maintained in each agency's operation and it is the parties' intent that savings accruing therefrom shall be utilized for the enhanced protection of Cooperative Zone resources and service to Cooperative Zone visitors by each agency at their discretion.
4. Develop and employ, to the extent practicable, operating procedures and standards to ensure joint accomplishments of Cooperative Zone activities, which may include but not be limited to: visitor protection and public safety, fire management, administration, public information, interpretation and publications, 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, to the extent practicable. Existing plans will serve as current direction, pending their revision or replacement. The agencies shall cooperatively review non-Cooperative Zone plans that affect Cooperative Zone interests. NPS, CDPR, SMMC, and MRCA shall work toward the completion of a new General Management Plan that will provide a common management framework for the Cooperative Zone. NPS, CDPR, SMMC, and MRCA shall work cooperatively to implement the Land Protection Plan for the Santa Monica Mountains National Recreation Area. NPS, CDPR, SMMC, and MRCA shall work toward the development of a Trail Management Plan to provide uniform standards and guidelines for managing trails in the Cooperative Zone.
7. Exchange operational responsibilities for parklands within the Cooperative Zone when the parties of ownership and responsibility agree such exchange will result in more cost-effective management and/or enhanced public services. Said exchanges shall be stipulated in modifications to this Agreement.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

B. The NPS shall:

1. With respect to FRANKLIN CANYON:
 - (a) Sign 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; and
 - (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; and
 - (d) Maintain the access road and accomplishment of required weed abatement.

C. The MRCA shall:

1. With respect to FRANKLIN CANYON:
 - (a) Conduct ranger patrol for law enforcement of applicable laws;
 - (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;

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

- (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; and
 - (h) Cooperate on the 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, and
 - (b) Remove the trailer home and all utilities and associated site improvements, including the horse paddocks.

ARTICLE IV – TERM OF AGREEMENT

This Cooperative Management Agreement shall terminate five years from the effective date, unless prior thereto it is terminated pursuant to the provisions of Article XI or of any applicable Federal or State law or regulation.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

- (a) Agreements Technical Representative
Santa Monica Mountains National Recreation Area
401 W. Hillcrest Drive
Thousand Oaks, California 91360
- (b) Regional Director
National Park Service, Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607

2. For the CDPR:

- (a) Superintendent
Angeles District
California Department of Parks and Recreation
1925 Las Virgenes Road
Calabasas, California 91302
- (b) Director
Department of Parks and Recreation
State of California
1416 9th Street
Sacramento, California 94926-0001

3. For the SMMC:

Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, California 90265

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

4. For the MRCA:

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

- B. Communications** – The [Partners] will address any communication regarding this Agreement to the key officials with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** – Neither the NPS nor the [Partners] may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – EXPENDITURE OF FUNDS

- A.** 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 Task Agreements. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate Task Agreement shall be consummated, obligating funds where necessary. Whenever a transfer of funds is specified, the relevant implementing Task Agreement 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 re: billing questions. Overhead rates will be waived, but direct expenses will be reimbursed by the NPS, CDPR, SMMC, and MRCA.
- B.** In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – LIABILITY

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

ARTICLE IX – REPORTS AND/OR OTHER DELIVERABLES

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

ARTICLE X – PROPERTY UTILIZATION

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

ARTICLE XI – 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 Cooperative Management Agreement by providing thirty (30) days written notice to the other parties.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

ARTICLE XII – STANDARD CLAUSES

1. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*: as amended; *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.
2. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - 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, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
3. **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.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

Page _____ of _____

ARTICLE XIII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

Superintendent
Santa Monica Mountains National Recreation Area
National Park Service

Date

Superintendent
Angeles District
California Department of Parks and Recreation

Date

Executive Director
Santa Monica Mountains Conservancy
State of California

Date

Executive Officer
Mountains Recreation and Conservation Authority
State of California

Date

Regional Director
Pacific West Region
National Park Service

Date

Director
California Department of Parks and Recreation

Date