

MINUTE ITEM

This Calendar Item No. 30 was approved as Minute Item No. 30 by the State Lands Commission by a vote of 3 to 0 at its 10-29-79 meeting.

CALENDAR ITEM

30.

10/79
W 21567
Schumann

AUTHORIZATION TO EXTEND COOPERATIVE AGREEMENT

In September, 1977 the State Lands Commission authorized the Executive Officer to enter into an agreement with the United States Fish and Wildlife Service (USF&WS) in the amount of \$75,000 per year for boundary determination services within Bodega Bay, Sonoma and Marin Counties; Humboldt Bay, Humboldt County; San Francisco Bay, San Francisco County; San Diego Bay and Tijuana Estuary, San Diego County; and Elkhorn Slough, Monterey County. The funding agency, USF&WS, is to specify the order in which areas receive attention.

Commission approval of a 1-year extension of the Cooperative Agreement is being requested for the period October 1, 1979 through September 30, 1980.

The project is not completely reimbursable. The State Lands Commission furnishes supervisory and legal support for the 2 funded Boundary Determination Officer positions.

Staff has found the agreement to be mutually beneficial. The areas indicated for study are of interest to the Commission and the funding enables the Commission staff to work on resolution of boundary problems earlier than it would without outside funding.

- EXHIBIT:
- A. Cooperative Agreement
 - B. Instrument to extend Cooperative Agreement

IT IS RECOMMENDED THAT THE COMMISSION AUTHORIZE EXECUTION OF THE INSTRUMENT ENTITLED "EXTENSION OF COOPERATIVE AGREEMENT," IMPLEMENTING A 1-YEAR EXTENSION OF THE COOPERATIVE AGREEMENT BETWEEN THE STATE LANDS COMMISSION AND THE UNITED STATES FISH AND WILDLIFE SERVICE.

A 2, 9, 13, 14, 16, 17, 29, 80

S 2, 5, 8, 9, 17, 40

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EXHIBIT "A"

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into under authority of the Fish and Wildlife Act (49 Stat. 401, as amended: 16 U.S.C. 661 et seq.) between the Department of the Interior through the Fish and Wildlife Service, hereinafter referred to as the Service, and the State of California, hereinafter referred to as the State, witnesseth that:

WHEREAS, the Service will be engaged in several major land acquisition projects of estuarine areas within the State for the development and protection of all species of wildlife resources and their habitat, and

WHEREAS, the State claims an undetermined interest in portions of these estuarine projects, an interest which must be defined before acquisition can be completed by the Service, and

WHEREAS, the State represents itself as authorized and willing to make boundary line studies to determine what State interest is claimed within these projects, and

WHEREAS, it is the desire of the parties to this agreement to cooperate in the establishment of said State boundaries:

NOW, THEREFORE, it is mutually agreed, in consideration of the covenants and releases hereinafter contained that:

1. The State agrees to provide boundary determination services including, but not limited to, historical research, records analysis, surveying, mapping, on projects for which a priority is determined by Fish and Wildlife Service; the data assembled through such services to be made available to the Service when completed.

2. The Service agrees to provide, upon execution of this cooperative agreement, a list of land acquisition projects with supportive data in priority order which the Service intends to initiate within the next two years.

3. The parties agree that meetings will be held on a quarterly basis beginning in April of 1978, with the appropriate State and Service representatives to monitor progress of assigned work and to revise priorities as this becomes necessary.

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4. The State agrees that it will provide, upon request, flow charts which will show work elements and time increments necessary to accomplish boundary determinations on priority projects agreed to.

5. The Service agrees that the State may contract or enter into agreements as necessary to perform the work. However, if the work required to be contracted includes title evidence, valuation data or survey data, the Service must be notified prior to contracting.

6. The Service agrees to pay to the State, not to exceed \$75,000.00 for boundary line determination work, payments to be made quarterly upon presentation and approval of an appropriate invoice and reasonable assurance that work is progressing as anticipated.

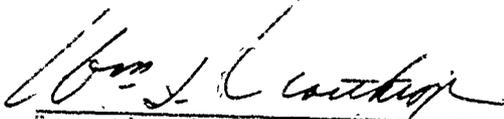
7. The time period of this agreement is October 1, 1977 through September 30, 1978, unless such time is extended by mutual agreement of the parties.

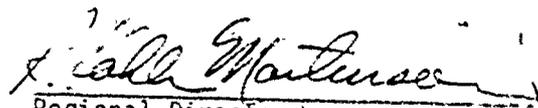
8. The parties agree that the Service representative for this agreement is Larry Coe or his successor and the State representative is David Schumann or his successor.

9. The attached standard clauses are made a part hereof.

State of California
State Lands Commission
State Lands Division

U.S. Fish and Wildlife Service


Executive Officer


Regional Director

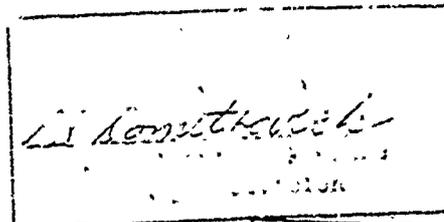
Date DEC 21 1977

Date JAN 1

1907 - 13th Street
Sacramento, CA 95814

500 N.E. Multnomah Street
Portland, OR 97232

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
DEC 30 1977		
BY	ORIGINAL SIGNED BY CHARLES O. THRASHER	
	Asst. Chief Counsel	



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EXHIBIT "B"

EXTENSION OF COOPERATIVE AGREEMENT

Pursuant to Paragraph 9 on page 2 of the Cooperative Agreement between the DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE and the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, it is hereby mutually agreed that said Agreement will be extended for one (1) year beginning on October 1, 1979, and ending on September 30, 1980. The terms and conditions contained in said Cooperative Agreement are made a part hereof and incorporated herein by reference, subject to change by mutual agreement of the parties.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

WILLIAM F. NORTHROP
Executive Officer

DATE

1807 - 13th Street
Sacramento, California 95814

U.S. FISH AND WILDLIFE SERVICE

Regional Director

DATE

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