MINUTE ITEM
This Calendar Item No. C29
was approved as Minute Item
No. 29 by the State Lands
Commission by a vote of 3
to 0 at its 2-25-93
meeting.

CALENDAR ITEM

C29

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S 1, 5, 6

02/25/93

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AUTHORIZE EXECUTIVE OFFICER TO EXECUTE,
ON BEHALF OF THE COMMISSION,
A COOPERATIVE MANAGEMENT AGREEMENT WITH
THE COUNTIES OF YOLO AND SACRAMENTO AND
THE CITIES OF SACRAMENTO AND WEST SACRAMENTO FOR
ESTABLISHING THE SACRAMENTO RIVER GREENWAY

PARTY:

State Lands Commission
1807 - 13th Street
Sacramento, California 95814

On January 3, 1991, the State Lands Commission (SLC) authorized the Executive Officer to execute a Memorandum of Understanding (MOU), Exhibit "A", approved unanimously by the Sacramento City Council and the Yolo and Sacramento County Boards of Supervisors, to facilitate the establishment of a Sacramento River Riparian Parkway (Greenway).

The MOU and proposed Greenway encompasses a 31-mile section of the Sacramento River (River). It extends from the vicinity of the I-5 Bridge near the Sacramento Airport (River Mile 75.5) downstream to the Freeport area (River Mile 44.8).

Since that time, the signatories to the MOU, working with the City of West Sacramento, have completed the "Sacramento River Greenway Draft Plan" (Plan). This Plan was jointly released for public review on December 11, 1992. The comment period extends to March 15, 1993. During the comment period, several local-government-sponsored community workshops are being held to discuss and receive comments on the proposed Plan.

The SLC staff, with the concurrence and cooperation of the other parties, has developed an administrative structure for the proposed Greenway which establishes the goals and responsibilities of each of the participating jurisdictions in the subsequent adoption and implementation of the Greenway Plan. The proposed "Cooperative Management Agreement" (CMA), is

attached hereto as Exhibit "A".

The City Councils of Sacramento and West Sacramento and the Boards of Supervisors of Yolo and Sacramento Counties are expected to enter into the CMA within the next 30-days and designate their representatives to the Greenway Management Board.

Once adopted by each agency, the CMA provides for the preparation and certification of an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA), with the SLC as Lead Agency. Staff proposes to use the sum of $35,000 plus accrued interest acquired in its settlement with Lighthouse Marina for parkway purposes to prepare the EIR, through Interagency Agreements and consultant contracts which may be deemed necessary for its timely completion.

The Commission will be asked to consider the adoption of the proposed Plan subsequent to the preparation and certification of the EIR.

Staff recommends that the Commission:

1. Adopt the proposed resolution attached hereto as Exhibit "B", and authorize the Executive Officer to enter into the CMA for the Sacramento River Greenway substantially in the form attached hereto as Exhibit "C";

2. Designate the Executive Officer as its representative to the Greenway Management Board;

3. Authorize the Executive Officer to allocate up to $35,000 plus accrued interest from the Lighthouse Marina settlement toward the preparation of an EIR on the Draft Greenway Plan, and to enter into such Interagency Agreements and consultant contracts that may be necessary for the timely completion of said EIR.

AB 884:

N/A

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15061), the staff has determined that this activity is exempt from the requirements of the CEQA

because the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Code Regs. 15378.

EXHIBITS:

A. Memorandum of Understanding

B. Proposed Resolution for the State Lands Commission to enter into the Cooperative Management Agreement (CMA) for the Greenway

C. Proposed Cooperative Management Agreement (CMA) for the Sacramento River Greenway

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. CODE REGS. 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. CODE REGS. 15378.

2. ADOPT THE PROPOSED RESOLUTION AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO THE COOPERATIVE MANAGEMENT AGREEMENT FOR THE SACRAMENTO RIVER GREENWAY SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "A";

3. DESIGNATE THE EXECUTIVE OFFICER AS ITS DESIGNEE TO THE GREENWAY MANAGEMENT BOARD; AND

4. AUTHORIZE THE EXECUTIVE OFFICER TO ALLOCATE UP TO $35,000 PLUS ACCRUED INTEREST FROM THE LIGHTHOUSE MARINA SETTLEMENT TOWARD THE PREPARATION OF AN EIR ON THE DRAFT GREENWAY PLAN, AND TO ENTER INTO SUCH INTERAGENCY AGREEMENTS AND CONSULTANT CONTRACTS THAT MAY BE NECESSARY FOR THE TIMELY COMPLETION, OF SAID EIR.

State Lands

EXHIBIT A

SACRAMENTO RIVER RIPARIAN PARKWAY MEMORANDUM OF UNDERSTANDING

WHEREAS, the Sacramento River (River) is one of the major rivers in California stretching from its headwaters in Shasta County in the north to its confluence with the Sacramento-San Joaquin Delta in the south; and

WHEREAS, the River was once bordered by up to 500,000 acres of riparian forest which spread four to five miles from it; and

WHEREAS, in 150 years the riparian forest has been reduced by human activities and development to an area of less than five percent of its previous extent; and

WHEREAS, the River supports diverse populations of wildlife, including commercial species of salmon and steelhead, as well as a number of threatened and endangered species of plants and animals; and

WHEREAS, counties and cities have come to depend on the River for water, power, and recreational activities; and

WHEREAS, the River is the object of increasing development which is often not compatible with habitat preservation, public access, flood control and wildlife protection; and

WHEREAS, multiple jurisdictions, including the County of Yolo, the County of Sacramento, the City of Sacramento, the City of West Sacramento, and the State Lands Commission, are involved in the regulation of land uses on and affecting the river;

Now THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. The Counties of Yolo and Sacramento, the Cities of Sacramento and West Sacramento and the State Lands Commission will form an interagency planning team to establish a Sacramento River Riparian Parkway within the bounds of River Mile 76.0, *in the vicinity of the I-5 Bridge*, on the north to River Mile 44.8, *near Freeport*, on the south which shall have conservation and recreation as its major goals *(See attached map)*. The membership of the team will consist of the following individuals or their designees - the Director of the Yolo County Facilities Department, the Sacramento County Director of Parks and Recreation, the Sacramento City Director of Parks and Community Services, the Director of the

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City of West Sacramento Department of Parks and Community Services, and the Executive Officer of the State Lands Commission.

2. A technical planning team, composed of at least one representative from each agency, will be established as working staff to the interagency planning committee. The technical team will be responsible for assembling and analyzing data, preparing reports and recommendations, and providing all other staff support requested by the planning committee. Under the direction of the planning committee, the technical team will be responsible for developing a schedule *and a funding program* to govern the preparation, review, and presentation of the draft Sacramento River Riparian Parkway Plan (Plan). The five agencies will jointly review and submit the final Plan to their decision-making bodies for adoption.

3. The Plan shall have the following objectives: a) to preserve, protect, enhance, and restore the riparian corridor and its associated ecosystems, and b) to design a system of controlled public access for active and passive recreational uses related to the River.

4. The Plan to be developed will consist of, but not be limited to: a) a delineation of the nature and extent of the area's natural resources and their condition, b) a description of the existing land use, facilities and activities which occur in the planning area, c) a summary of the physical, social, economic, resource, and political factors which influence the management, use and enjoyment of the planning area, d) management alternatives, e) an analysis of the physical, social, and economic effects associated with each alternative, and f) a preferred alternative with guidelines and standards for defining, implementing and managing the Parkway.

5. During the preparation of the Plan, each agency shall advise the others of new data, proposed projects or actions which may impact either the planning area or the development of the Parkway and shall take no action which is detrimental to the proposed Parkway or the provisions or intent of this agreement. Such matters may be discussed at the meetings of the planning team.

6. Following its adoption by each agency, the Plan shall be the governing factor in all subsequent management decisions.

7. This agreement may be amended with the consent of the parties and shall remain in force and effect until terminated by the parties or until the establishment of the Parkway, whichever occurs first.

Signed By:

Director, County Facilities Department
County of Yolo

10/2/90
Date

Director, County Parks and Recreation
County of Sacramento

1/3/91
Date

CITY MANAGER
City of Sacramento

9-27-90
Date

Director, Parks and Community Services
City of West Sacramento

Date

Executive Officer
State Lands Commission

1/1/91
Date

ATTEST:

CITY CLERK

Agreement No.

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EXHIBIT B

RESOLUTION ENTERING INTO A COOPERATIVE MANAGEMENT AGREEMENT FOR THE SACRAMENTO RIVER GREENWAY

WHEREAS, the Sacramento River is one of the major rivers in California stretching from its headwaters in Shasta County in the north to its confluence with the Sacramento-San Joaquin Delta in the south; and

WHEREAS, the River was once bordered by up to 500,000 acres of riparian forest which spread four to five miles from it; and

WHEREAS, in 150 years the River's riparian forest has been reduced by human activities and development to an area less than five percent of its previous extent; and

WHEREAS, the River supports diverse populations of wildlife, including commercial species of salmon and steelhead, as well as a number of threatened and endangered species of plants and animals; and

WHEREAS, the River is the object of increasing development which is often not compatible with habitat preservation, public access, flood control and wildlife protection; and

WHEREAS, multiple jurisdictions, including the County of Yolo, the County of Sacramento, the City of Sacramento, the City of West Sacramento, and the State Lands Commission (Commission), own land and are involved in the regulation of land uses on and affecting the River; and

WHEREAS, in 1990, the County of Yolo, the County of Sacramento, the City of Sacramento, and the Commission have entered into the "Sacramento River Riparian Parkway Memorandum of Understanding" (MOU) and the City of West Sacramento has participated in the Greenway planning process; and

WHEREAS, the overriding goals of the MOU are to protect, restore, and maintain the quality and diversity of the natural resource values of the Sacramento River, and to maximize the opportunities for public recreation consistent with these values; and

WHEREAS, the attached Cooperative Management Agreement (CMA) for the Sacramento River Greenway provides the administrative structure and goals and responsibilities of each participating jurisdiction in the subsequent adoption and implementation of a Sacramento River Greenway Plan (Plan); and

WHEREAS, the Commission will have the opportunity to participate in decisions regarding the nature of improvements and uses along the Sacramento River; and

WHEREAS, the Commission will have the opportunity to adopt and implement the Plan and any of its provisions that affect land use within its jurisdiction.

NOW THEREFORE BE IT RESOLVED that the Commission hereby authorizes the Executive Officer to execute the attached Cooperative Management Agreement for the Sacramento River Greenway on its behalf substantially as presented.

BE IT FURTHER RESOLVED that the Commission hereby designates the Executive Officer as its representative to the Greenway Management Board.

EXHIBIT C

COOPERATIVE MANAGEMENT AGREEMENT

for

THE SACRAMENTO RIVER GREENWAY

This Cooperative Management Agreement is made and entered into this __th day of _____, 199_, by and among the following, which shall be individually or collectively referred to in this Management Agreement as "Parties": the County of Sacramento; the County of Yolo; the City of Sacramento; the City of West Sacramento; and the California State Lands Commission.

This Cooperative Management Agreement ("Agreement") is based on the following representation and statements of purpose:

Purpose

This Agreement defines the administrative structure and the goals and responsibilities of the Parties for adopting and implementing the Sacramento River Greenway Plan ("Plan") for a portion of the Sacramento River corridor within the jurisdictions of the Counties of Sacramento and Yolo, the cities of Sacramento and West Sacramento, and the State Lands Commission, hereby incorporated into this Agreement as approved by the Parties, and for managing the lands described in the Sacramento River Greenway established upon the adoption of the Plan by the Parties.

Each of the Parties holds title, or has the right to independently manage certain lands within the Greenway. It is the intent of the Parties, individually and collectively, to coordinate the management of their respective lands in accordance with the Plan. The Parties recognize that although their respective interests are subject to different authorities and policies, they, by this Agreement, intend to cooperate to the greatest extent possible in the management of the Greenway while retaining these authorities.

Authority

This Agreement is entered into by the Parties pursuant to the following authorities, among others:

County of Sacramento:

Resolution No. _____ of the Sacramento County Board of Supervisors, approved on _____, 199_ (GC ____).

County of Yolo:
Resolution No. _____ of the Yolo County Board of Supervisors, approved on _____, 199_ (GC ___).

City of Sacramento:
Resolution No. _____ of the City Council of the City of Sacramento, approved on _____, 199_ (GC ___).

City of West Sacramento:
Resolution No. _____ of the City Council of the City of West Sacramento, approved on _____, 199_ (GC___).

State Lands Commission:
Authorization by the State Lands Commission on _____, 199_ (Public Resources Code 6301, et seq.).

THEREFORE, in pursuit of common interests, the Parties mutually agree as follows:

1. APPLICATION OF AGREEMENT -- This Agreement applies to the adoption and implementation of the Plan and the administration and management of the lands within the Greenway as designated on the Greenway map (Attachment A) adopted as a part of the Plan. The boundary of the Greenway may be amended by the Parties, subject to the concurrence of all the Parties within whose jurisdiction(s) such boundary amendment(s) are proposed.

2. COOPERATIVE MANAGEMENT -- The River corridor supports substantial public and commercial recreation, diverse populations of indigenous wildlife, including threatened and endangered plant and animal species, valuable fisheries, and significant riparian habitat. The Parties recognize that cooperative management is necessary to ensure that the contribution of the Sacramento River and the lands along its banks to the quality of life and to the economic and environmental health of the region is maximized.

3. GOALS -- The overriding purpose of this Agreement is the cooperative establishment and management of the Greenway for the protection, restoration, and maintenance of the quality and diversity of its natural resource values and for maximizing the opportunities for public recreation consistent with these values.

4. RESPONSIBILITIES OF THE PARTIES -- In accordance with their respective rights, responsibilities, and legal or regulatory authority, and in applying their respective expertise, skills and knowledge, the Parties, individually or collectively, as appropriate, shall do the following:

(a) Prepare an Environmental Impact Report (EIR) on the Draft Sacramento River Greenway Plan, pursuant to the California Environmental Quality Act (CEQA). The State Lands Commission shall act as Lead Agency.

(b) Adopt, implement, review, or amend the Plan.

(c) Incorporate the adopted Plan into their respective City and County General Plans, as required by law.

(d) Establish guidelines for: 1) consistent land use designations and land uses within the Greenway, as well as a process for setting management priorities; and 2) the acquisition of land to further the purpose of the Plan.

(e) Adopt rules, regulations, or ordinances governing management of the Greenway, including the conduct of the general public, protection of the plants, wildlife, and their habitats, and assurance of the full and proper implementation of the Plan.

(f) Adopt, and provide for the enforcement of, any other rule, regulation, or ordinance deemed necessary to govern the use of, and permissible activities within the Greenway, that are consistent with, or amplify or strengthen, the Plan.

(g) Review and make recommendations on project- or site-specific plans proposed within, or which would have an effect on, the Greenway, for their consistency with the Plan. Minor improvements or actions undertaken by any of the Parties may be exempted from prior review and reported to the other Parties, pursuant to Section 4(e) of this Agreement.

(h) Acquire, hold and convey land, or interest in land, for furtherance of Greenway purposes, except that land subject to a Public Trust easement may only be held by the State Lands Commission. Such actions shall be reviewed by all the Parties for their consistency with the Plan.

(i) Apply for and accept grants, gifts, or endowments which may be procured in furtherance of Greenway purposes.

(j) Enter into contracts and agreements with each other or with other public entities or private contractors, to carry out their Greenway management activities, including operations and maintenance, law enforcement and other activities which cannot be satisfactorily performed by their employees. This may include the designation of one of the Parties as the Greenway General Manager ("General Manager"), responsible for its day-to-day operations.

(k) Sue and be sued in their own name, including initiation of legal action by any of the Parties against any other party which authorizes or otherwise takes any action or activity inconsistent with the Plan, to compel them to comply with said Plan.

(l) Provide for carefully controlled public access for recreation, research, teaching, nature study and appreciation, historical and cultural interpretation, and similar educational and scientific activities that are appropriate to the management of the Greenway.

5. GREENWAY MANAGEMENT BOARD -- To carry out this Agreement and ensure the coordinated management of the Greenway, the Parties hereby designate the following to the Greenway Management Board for purposes of this Agreement:

The County of Sacramento:
_____(title)_____
County of Sacramento
Department of _____
_____(address)_____
Sacramento, California 95827

The County of Yolo:
_____(title)_____
County of Yolo
Department of _____
_____(address_____
Woodland, California 95695

The City of Sacramento:
_____(title)_____
City of Sacramento
Department of _____
_____(address)_____
Sacramento, California 95814

The City of West Sacramento:
_____(title)_____
City of West Sacramento
Department of _____
_____(address)_____
West Sacramento, California 95691

The State Lands Commission:
Executive Officer
California State Lands Commission
1807 13th Street
Sacramento, California 95814

Each Manager may designate his/her alternate. Each Manager or alternate may act only within the limits of the power of its principal and the terms of this Agreement.

Each Party may replace its designated Manager or alternate at any time and so notify the other Parties in writing within 10 working days of making such replacement.

6. MEETINGS -- The Managers shall meet on a regular basis, at least quarterly. A two-thirds vote shall be required for actions taken by the Board under this Agreement. The Board shall select a Chairman and a Vice-Chairman from amongst its members. The Vice-Chairman shall act as Chairman in the Chairman's absence. The Chairman shall serve for a year with the office, thereafter, rotating among the Parties for the same term. The Chairman shall be responsible for convening meetings of the Board and shall preside at its meetings. The Chairman may convene special meetings of the Board, from time to time, as necessary. Regular and special meetings of the Board shall be conducted in accordance with the State Public Meeting Laws (Ralph M. Brown Act, GC §54950 et seq. and Bagley-Keene Act GC §11120 et seq).

7. ANNUAL WORK AND BUDGET PLAN --

(a) Upon the Plan taking effect, the Parties shall prepare and adopt a coordinated Annual Work and Budget Plan setting forth the particular activities needed to carry out their responsibilities under this Agreement during the ensuing year. The Annual Work and Budget Plan shall contain all those activities relating to natural and cultural resource management, public recreational activities, capital improvements within or affecting the Greenway, and a proposed budget. It may also be used to assign nonrecurring responsibility to one or more of the Parties accepting responsibility for carrying out particular activities.

(b) To assist in the preparation of the Annual Work and Budget Plan, each Party shall provide information on actual and future estimated annual receipts and expenditures relating to the Greenway. The Parties' information shall reflect the amount of funds available for expenditure from all sources, including, but not limited to, income from any grants, gifts, endowments, settlements, lease or user fees, and earnings from the prior year on money in the Sacramento River Greenway Account authorized in Section 10, and annual appropriations, if any, from the Parties for the administration and management of the Greenway pursuant to this Agreement.

8. UNANTICIPATED ACTIONS -- Each Party to this Agreement shall be given the opportunity to review and comment on any action proposed to be undertaken by any of the Parties affecting the Greenway that is not consistent with the Plan or expressly provided for in the "Annual Work and Budget Plan." If this review and comment cannot be accomplished at a regular meeting of the Administrators, the Party proposing the action shall give written notice of the proposed action to the other Parties. The action shall not commence until at least forty-five (45) days have elapsed from the date notice was given to the Parties. Within 45-days of such notice, each of the Parties shall notify the proposing Party of their position on the proposed action. No action may be proposed that is inconsistent with the purposes of this Agreement and goals of the Plan.

9. EMERGENCIES -- The procedure specified in Section 7 does not apply to any emergency in which there exists, or is believed to exist, a threatened or actual loss of habitat values, structures, or facilities of the Greenway, or a threat to public safety. In the event of such an emergency, the Party or Parties best situated to respond may take such action as is consistent with this Agreement, and shall give notice thereof to the other Parties by any practicable means available as soon as possible after initiating the response to the emergency.

10. DEPOSIT of FUNDS --

(a) All funds granted or donated for the administration and management of the Greenway from sources other than the Parties, and of interest or other income derived from such funds, shall be deposited with, and held in trust by, the State Controller in a Special Fund Account to be established by the State Lands Commission pursuant to Section 16370 of the Government Code, to be known as the "Sacramento River Greenway Account".

(b) In the event that a General Manager is appointed from among the Parties in accordance with Section 4 (j) of this Agreement, the Controller shall also utilize the

Sacramento River Greenway Account to deposit funds received for Greenway purposes from the Parties.

(c) All funds deposited in the Sacramento River Greenway Account shall be disbursed in accordance with rules and regulations to be established by the Parties pursuant to this Agreement and the Annual Work and Budget Plan.

11. REDUCED FUNDING -- The Parties shall endeavor to obtain funds for carrying out as many provisions of this Agreement as feasible. However, the unavailability or reduced availability of funding from any one of the Parties shall not operate to suspend or terminate this Agreement. Whenever possible, the Parties shall reduce the scope of activities, by agreement, to adapt to changes in available funding, rather than terminate or suspend an activity. The Parties recognize that the performance of planned activities by the Parties may, from time to time, be unavoidably curtailed due to lack of funding.

12. ADOPTION AND AMENDMENT PROCESSES --

(a) The Plan shall become effective upon adoption by the governing bodies of any four of the Parties. Prior to the effective date of the Plan, the Parties, individually or collectively, shall take no action which is detrimental to achieving the objectives of the proposed Greenway or the provisions of this Agreement.

(b) The Plan and any Annual Work Plan may be amended, as necessary or desirable, to adapt to changed circumstances or to respond to needs identified in the course of monitoring, by a written amendment approved by the decision-making bodies of all of the participating Parties.

(c) Any Party may propose an amendment to this Agreement by providing a written copy of the proposed amendment to the other Parties. No amendment shall become effective unless and until it has been approved in writing by all of the participating Parties. The amendment shall take effect upon approval of all of the participating Parties, unless a later date is agreed to.

(d) Any oral or written understanding that is not incorporated in this Agreement, the Plan, or an Annual Work Plan by amendment, shall be without force or effect to modify the terms hereof and shall not be utilized for the purpose of interpreting any provision hereof.

13. LIABILITY -- The parties intend, by this Agreement, that each party thereto will remain liable for its acts and omissions in the same manner and to the same extent as that party would in the absence of the Agreement. The parties also intend that no party's liability shall be increased or decreased by virtue of it having entered into this Agreement. To these ends, each party agrees to indemnify and hold harmless all the other parties to this Agreement for any of its acts or omissions for which it would be liable in the absence of this Agreement. No party shall be required to indemnify or hold harmless any other party for their acts or omissions to the extent that such other party would be liable absent this Agreement.

14. TERM OF AGREEMENT -- This Agreement shall become effective upon approval by the governing bodies of any four of the Parties and shall remain in effect for as long as at least four of the Parties remain a party to it. Withdrawal of any Party from this Agreement shall be by resolution of its governing body which authorized it to enter into this Agreement. Any Party wishing to withdraw from this Agreement shall provide written notice to the other parties at least ten (10) days prior to the consideration of such action by its decision-making body.

15. EXECUTION -- This Agreement is executed in ____ copies, each of which is to be considered an original.

16. SEVERABILITY -- If any provision of this Agreement is judicially determined or held to be invalid for any reason, that invalidity shall not be imputed to any other provision of this Agreement that was not so determined or held to be invalid.

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