RESOLUTION - ACTION REQUESTED 2020-357

MEETING: June 23, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Letter of Agreement with USFWS and SFC for Mariposa Creek Parkway Restoration

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Agreement with the US Fish and Wildlife Service to Enable the Sierra Foothill Conservancy to Conduct Habitat Restoration Activities on the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Letter of Agreement.

Sierra Foothill Conservancy (SFC) has secured a grant from US Fish and Wildlife Services (USFWS) to conduct riparian habitat restoration activities, including invasive species removal and native landscape revegetation in critical habitat areas within Mariposa County. One such area is the Phase II segment of the Mariposa Creek Parkway, located north of Stroming Road and roughly between 6th and 8th Streets along both sides of Mariposa Creek. This land is owned by Mariposa County.

This letter of agreement, provided by USFWS, authorizes SFC to conduct riparian habitat restoration activities on this segment of county-owned land. In addition to the restoration activities mentioned above, this grant could be used to support implementation of the Xerces Society grant, recently awarded to a partnership between Mariposa County Resource Conservation District and the Planning Department, which will provide native pollinator plants to enhance the habitat benefits of this critical riparian area. It could also be used to support cultural burning activities, including pre-burn site preparation and/or post-burn vegetation removal and clean-up activities.

For this project, the standard USFWS agreement has been amended to ensure that this project does not preclude the County or any other group from implementing the Mariposa Creek Parkway Master Plan, which calls for active transportation and recreational benefits in the habitat restoration area.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board and LTC have taken a number of actions related to establishing the
Resolution - Action Requested 2020-357

Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in the inability of SFC to use the current grant to conduct habitat restoration activities in this segment of the Mariposa Creek corridor.

FINANCIAL IMPACT:
None

ATTACHMENTS:
200616 Partners LOA Mariposa County (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated 6-23-20, is between Landowner, County of Mariposa, a political subdivision of the State of California, and Sierra Foothill Conservancy and the U.S. Fish and Wildlife Service (Service). This project was selected because Landowner shares a common objective with the Service to restore habitat for the benefit of Federal trust species on lands the County of Mariposa owns, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

The County of Mariposa (5100 Bullion Street, Mariposa, CA 95338) hereby agrees to participate with the Sierra Foothill Conservancy and the Service in conducting certain wildlife management practices on lands owned or managed in Mariposa County.

In signing this Agreement, the Landowner(s) join(s) as a participant(s) in a wildlife habitat improvement project and grant(s) to the Service and any other cooperators signing this Agreement authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in the Work Plan. Any donation of supplies or equipment to the Landowner(s) for carrying out the habitat improvements is included in the Work Plan. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on July 30, 2031. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the Service prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement.

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the Service [and the other cooperating partner(s)] of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the Service [and the other cooperating partner(s)] to implement the project described in Work Plan, and to monitor project success. The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award OR
During the habitat retention period, the landowner must maintain the habitat restored under this award OR must allow the habitat restored under this award to remain in place without interference. This provision will not be interpreted in any way limit implementation of the Mariposa Creek Parkway Master Plan, which recommends active transportation and recreation enhancements such as trails, plazas and seating areas, interpretive signage, and other appropriate programming and enhancements in the project area. At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the Service after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. The Landowner agree(s) to identify Service’ contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

**Service:**

The Service will work with the Landowner [and any other cooperators signing this Agreement,] throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The Service, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The Service does not assume jurisdiction over the premises by this Agreement.
**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner(s) before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner(s) consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

- [x] I/We, the Landowner(s), consent to having spatial information about this project shared with other conservation cooperators
- [ ] I/We, the Landowner(s), do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

Kevin Cann, Mariposa County Board of Supervisors, Chair  
Date

**ATTEST:**

René LaRoche, Clerk of the Board  
Date

6-23-20

**APPROVED AS TO FORM:**

Steve Dahlem, Mariposa County Counsel  
Date

Bridget Fithian, Sierra Foothill Conservancy  
Date

6-23-20

Carolyn Kolstad, Service Partners Program Biologist  
Date

Matthew Barry, Field Supervisor or Branch Chief  
Date

8-20-2020

8-21-2020
Work Plan

Tasks:
Task 1: Collaborative Planning with Mariposa County, Landowners, and Southern Sierra Miwuk tribe

Sierra Foothill Conservancy will work with Mariposa County and the USFWS to complete pre-project assessments, initiate compliance, and obtain permits, as necessary. Traditional Ecological Knowledge (TEK) will be shared to support riparian restoration and implementation including invasive species treatments, native plant species, cultural resource protection and restoration methods. This collaboration will also provide assistance to partners in planning for long-term stewardship and adaptive management for restoring Mariposa Creek.

Task 2: Site Preparation & Invasive Species Treatments on Mariposa Creek

SFC will work with project partners to prepare the site for invasive species treatment. This may include labor by SFC or Mariposa County maintenance staff or contracting with outside groups (such as the CCC) to conduct hand removal of vegetation to provide access to stands of invasive species. Work may include use of trail building tools and chainsaws. SFC will work with project partners to treat stands of invasive Himalayan blackberry and Tree-of-Heaven. This may include labor by SFC or Mariposa County maintenance staff or contracting with outside groups (like the CCC) to conduct treatments of invasive vegetation. Assistance with treatments may also be implemented by local community groups such as the Mariposa Master Gardeners, and Nature Force (youth program). Treatments may include hand work or mechanical work, as well as herbicide. Follow-up herbicide treatments are expected to be necessary and will be determined following inspections of key locations.

Task 3: Implement Parkway construction and revegetation

After invasive plant species have been treated, the Mariposa Creek Parkway expansion will be constructed. As a part of the construction, the collaborative group will plan and implement revegetation along the Parkway as appropriate with future design. Mariposa County has secured partial funding for Mariposa Creek Parkway expansion design and planning and has applied and continues to apply for grant opportunities as they become available.
Timeline

Summer and Fall 2020 – Collaborative planning, Pre-project assessment including photo points and compliance

Summer and Fall 2020 – Site preparation

Summer and Fall 2020 and /or 2021 – Invasive species treatments

Fall 2020 & 2021 - Invasive species treatment inspections and follow-up treatments if necessary

Specific work products to be produced:

Fall 2020 - Pre-project photo monitoring completed

Fall 2020 and /or 2021 – Invasive species treatments on Himalayan blackberry and Tree- of-Heaven within the riparian corridor of the Mariposa Creek Parkway and expansion area

January 2021 and/ or 2021 - Annual project report submitted to USFWS

Summer 2020/2021 – Treatment area inspections

January 2022 - Final project report, with post-project monitoring, submitted to USFWS

Work past 2020 is dependent on future funds being available:

Implementation of Mariposa Creek Parkway expansion

Revegetation of Parkway area