

**MEMORANDUM OF AGREEMENT
FOR COORDINATION OF LAND PROTECTION AND HABITAT RESTORATION
ACTIVITIES IN VENTURA COUNTY**

This Memorandum of Agreement (“MOA”) is entered into by the Ventura County Watershed Protection District (“WPD”) and the Santa Monica Mountains Conservancy (“SMMC”). WPD and SMMC are referred to herein singularly as PARTY and collectively as PARTIES.

I. Purpose of the Agreement

WPD and SMMC from time to time acquire land in fee or easement, and carry out mitigation and habitat restoration projects which may include non-native species removal in Ventura County. These projects are typically guided by acquisition, mitigation or restoration plans and priority setting processes.

Where the PARTIES’ interests overlap opportunities exist to coordinate planning efforts, set joint priorities, develop joint strategies, and work together on projects. In the implementation of projects, the opportunity also exists to collaborate on the terms of easements with private landowners, and specifically, as possible and appropriate and where permitted, to incorporate into a “multipurpose easement,” terms from traditional “flood control easements,” “inundation easements,” “conservation easements,” “flowage easements” and “recreational easements.” It might also be possible to combine this multipurpose easement with management agreements allowing non-native species removal or other habitat restoration on private property.

With the passage of Proposition 84 and future water and water-related bonds, there will be ongoing opportunities for funding integrative floodplain conservation planning, programmatic permits, easements, and other acquisition and habitat restoration projects of benefit to both WPD and SMMC. Coordination of planning, grant applications, and project implementation by both WPD and SMMC could result in greater collective efficiency and effectiveness in achieving our shared objectives.

II. Roles and Responsibilities

WPD: Under this agreement, the primary responsibilities of the WPD, subject to approval of the WPD Board of Supervisors, are to partner with SMMC on acquisition, restoration and mitigation planning processes, to partner on grant proposals, to participate in negotiations with landowners, to carry out habitat restoration projects, to hold title to floodplain properties as appropriate, and to hold or co-hold with SMMC multipurpose easements., and to work with SMMC in Ventura County’s conservation subdivision process for joint projects.

SMMC: The primary responsibilities of SMMC are to partner with the WPD on acquisition, restoration and mitigation planning processes, to partner on grant proposals, to lead or participate in negotiations with landowners, to hold title to floodplain properties as appropriate, to maintain trails or provide recreational opportunities as appropriate, to support habitat restoration efforts, and to hold or co-hold with WPD multipurpose easements, and to coordinate with WPD during the Ventura County’s conservation subdivision process for joint projects.

The PARTIES will cooperate in the preparation, submittal and administration of grants for agreed upon projects, including agreeing upon the division of responsibilities on a grant-by-grant basis, and including the selection, management and financial responsibility for consultants as needed.

This MOA is not intended to create any financial obligations between the PARTIES. Notwithstanding any language in this MOA to the contrary (including, without limitation, the use of the work "partner"), this MOA is not intended to create a legal partnership or joint venture. Neither PARTY is authorized to create any legal or financial obligation on behalf of the other PARTY.

III. Administration and Funding

This MOA will be jointly administered by the PARTIES, and each PARTY's administrative activities hereunder will be regarded as in-kind services independently funded by and performed at the discretion of the PARTIES. The costs for any work by a consultant will be duly documented and funded as agreed to in writing on a case-by-case basis.

This MOA is neither a fiscal nor a funding-obligating document. Any endeavor involving reimbursement or contribution of funds between the PARTIES to the MOA must be memorialized in a separate, mutual, written agreement. This MOA does not establish any authority for a noncompetitive award of any contract or other agreement. This MOA in no way restricts SMMC or WPD from participating in similar activities or any other activities with other public or private agencies, entities, organizations, or individuals.

IV. Duration of the Agreement

The term of this MOA will begin on the date authorized and will remain in effect for five years. The MOA will be renewed automatically at the end of each five year term unless either PARTY elects to terminate the agreement by providing written notice at least 30 days prior to the termination date. Either PARTY may terminate this MOA at any time by providing at least 30 days prior to written notice to the other PARTY. Any amendment, modification, or variation of terms of this MOA shall be in writing.

Ventura County Watershed Protection District

_____ Date _____
Tully Clifford, Director

Santa Monica Mountains Conservancy

_____ Date _____
Name, title