

Southern California Wetlands Recovery Project

Working Agreement

U.S. Army Corps of Engineers
U.S. Environmental Protection Agency
U.S. Fish and Wildlife Service
National Oceanic and Atmospheric Association (NOAA) Fisheries
Natural Resources Conservation Service

California Natural Resources Agency
California Environmental Protection Agency
California Coastal Commission
California State Coastal Conservancy
California Department of Fish and Wildlife
California Department of Parks & Recreation
Regional Water Quality Control Board, Central Coast
Regional Water Quality Control Board, Los Angeles
Regional Water Quality Control Board, Santa Ana
Regional Water Quality Control Board, San Diego
State Lands Commission
State Water Resources Control Board
Wildlife Conservation Board

SOUTHERN CALIFORNIA WETLANDS RECOVERY PROJECT
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As amended on the 11th day of December, 2017

Introduction

The Southern California Wetlands Recovery Project consists of directors and staff of multiple public agencies coordinating with each other regarding the protection, restoration, and enhancement of California's coastal wetlands and watersheds between Point Conception and the Mexican border. These directors and staff represent public agencies that recognize that:

1. Wetlands play a vital role in maintaining a healthy ecosystem, buffering the impact of floodwaters, cleansing pollutants from runoff, recharging overdrawn water supplies, providing critical habitat for fish and wildlife species, and providing open space opportunities for the public.
2. A majority of the threatened and endangered species in Southern California depend on wetlands, and many commercial and recreational fish species use these areas for spawning grounds.
3. Wetlands provide economic benefits and recreational opportunities, and contribute to a higher quality of life for residents in the densely populated five county region called Southern California.

This document acknowledges agreement among state and federal resource directors and staff on a process for coordinating with each other so that the directors and staff can exercise their respective authorities in a manner that helps to achieve the mission of the Wetlands Restoration Project.

Mission

The Mission of the Southern California Wetlands Recovery Project is to expand, restore and protect wetlands in Southern California's coastal watersheds.

Coordination Tasks

To help advance the Mission, the parties to this Agreement will coordinate and reach consensus on the following:

- 1) A regional strategy, based on best available science and with quantifiable objectives, for the protection, restoration and enhancement of coastal wetlands and associated watersheds in Southern California.

- 2) A work plan that identifies and prioritizes upcoming projects (both public and private) that advance the protection, restoration and enhancement of coastal wetlands and watersheds in Southern California consistent with the regional strategy.
- 3) Strategies to fund projects identified in the work plan.

Organization and Structure

The coordination of public agencies for the Southern California Wetlands Recovery Project will occur through the Southern California Wetlands Directors Group, comprising executive officers, executive directors and other high level staff of the parties to this agreement; and the Southern California Wetlands Managers Group, comprising manager level staff of the parties to this agreement.

Southern California Wetlands Directors Group: The Southern California Wetlands Directors Group (“Directors Group”) is convened by the California Natural Resources Secretary, who shall also serve as its Chairperson. The Natural Resources Secretary, or his/her designee, shall preside over all Directors Group meetings. A quorum of members, or their designees, shall be required to hold a meeting. A quorum shall be one (1) more than half of the membership and must include at least two (2) federal agencies present to conduct business. Decisions at these meetings shall be made by consensus, or by a majority of members/designees present at the meeting when consensus is not reached. Directors Group meetings shall be open to the public and meeting agendas will be publically available prior to the scheduled meeting date.

The Directors Group consists of eighteen public officials that have responsibility for coastal wetlands and watersheds in Southern California. Thirteen members are from State resource agencies and five from Federal agencies. Members are: Secretary for the California Natural Resources Agency (Chairperson); Secretary for the California Environmental Protection Agency; Director for the California Department of Fish and Wildlife; Executive Director for the California Coastal Commission; Executive Director for the State Lands Commission; Executive Officer for the State Coastal Conservancy; Executive Director for the Wildlife Conservation Board; Director for the California Department of Parks and Recreation; Executive Director for the State Water Resources Control Board; Executive Officer for the San Diego Regional Water Quality Control Board; Executive Officer for the Santa Ana Regional Water Quality Control Board; Executive Officer for the Los Angeles Regional Water Quality Control Board; Executive Officer for the Central Coast Regional Water Quality Control Board; Regional Administrator for the United States Environmental Protection Agency, Region 9; District Commander for the United States Army Corps of Engineers, Los Angeles District; Regional Director for the United States Fish and Wildlife Service, Pacific Southwest Region; Regional Administrator for the National Oceanic and Atmospheric Association (NOAA) Fisheries West Coast Region; and State Conservationist, California, for the Natural Resources Conservation Service; or their designees.

From time to time, the Chairperson of the Directors Group may invite scientists, wetlands practitioners and/or other members of the public to form working groups (*e.g.*, science advisory panel, wetlands advisory group, county task forces, etc.) to provide input on Wetlands Recovery Project matters.

Members of the Directors Group shall work together to accomplish the coordination tasks of this Agreement. Membership is voluntary, and will not affect or diminish the regulatory responsibilities or authority of any participating agency. Decisions of the Directors Group are not binding on any participating agency.

Southern California Wetlands Managers Group: The Southern California Wetland Managers Group (“Managers Group”) consists of managerial level staff of the public agencies represented in the Directors Group, who shall work together to accomplish the coordination tasks of this Agreement. The Managers Group will coordinate on proposals, documents, recommendations, and other matters that will be presented to the Directors Group. The Managers Group shall make decisions by consensus, or by majority of members present when consensus is not reached. From time to time, the Managers Group members may invite staff of other public entities, scientists, wetlands practitioners and/or other members of the public to participate in Managers Group meetings or to form working groups (*e.g.*, science advisory panel, wetlands advisory group, county task forces, etc.) to provide input on Wetland Recovery Project matters. The Managers Group will be chaired by one of its members on a rotating basis.

Wetlands Recovery Project Coordinating Activities: Implementing the coordinating tasks of the Wetland Recovery Project involves many activities, including the following:

- 1) Facilitate preparation of the regional strategy and updates;
- 2) Facilitate preparation of the work plan and updates;
- 3) Facilitate funding coordination;
- 4) Act as a liaison between the Directors Group, the Managers Group, and any working groups;
- 5) Work with the chairperson of the Directors Group to set agendas and schedule meetings for the Directors Group and prepare necessary background reports and other documents;
- 6) Work with the chairperson of the Managers Group to set agendas and schedule meetings of the Managers Group and to prepare necessary background reports and other documents;
- 7) Facilitate working groups of scientists, wetland practitioners and/or members of the public to provide input as necessary; and
- 8) Increase public awareness about the Wetlands Recovery Project through maintenance of a website and other contact with media.

Staff of the State Coastal Conservancy have carried out coordinating activities since the initiation of the Wetlands Recovery Project in 1998. Commencing with 2018, the Directors Group will, on an annual basis, determine which agency’s (or agencies’) staff will carry out these activities.

Additional Provisions

1. The members of the Directors Group and Managers Group shall work together in a cooperative and collaborative manner. Directors Group and Managers Group members shall engage in a good faith effort to resolve disagreements.

2. Amendments to this Agreement may be proposed to the Chairperson of the Directors Group at any time by any party and shall become effective upon approval by a quorum of the Directors Group. However, any amendment to this Agreement which particularly affects the interests of a party or parties may not be approved by the Directors Group without consent by the affected party or parties.
3. Any party may terminate its participation in this agreement by giving written notice to the Chairperson of the Director's Group.
4. Nothing herein alters the existing authorities or responsibilities of any party nor shall be considered as obligating any party in the expenditure of funds or the future payment of money or providing services.
5. No party to this Agreement shall be liable for any injuries or damages to persons or property resulting from acts or omissions by any other party or by related parties in carrying out activities pursuant to this Agreement. Each party to this Agreement who is a public entity as defined in Government Code § 811.2 (hereinafter "state entity party"), shall, pursuant to Government Code § 895.4, fully indemnify each of the other state entity parties for any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code § 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying state entity party, its officers, employees, contractors, or agents, arising out of this Agreement. The obligations set forth in this paragraph will survive termination, expiration, suspension, and completion of this Agreement.
6. No party to this Agreement shall be held as a party to any contract entered into by any other party (or other party's agents) to this Agreement in carrying out the activities pursuant to this Agreement, unless that party agrees in writing to be a part of any such contract.
7. This Agreement is intended solely to establish a working relationship to assist in better coordination and communication. This Agreement's terms are not contract language and do not represent a contractual commitment by any of the parties to take any action or approve any proposed project. This Agreement does not create any obligations or commitments with regard to wetland projects. California Environmental Quality Act (CEQA) review will be conducted prior to project approvals by public entities where such review is required by law. The State agency parties retain their full discretion under CEQA to make modifications to mitigate significant environmental impacts on any project for which they have approval authority; to select other feasible alternatives that will avoid such impacts including the no project alternative; and to balance benefits against unavoidable significant impacts before taking final action; and may determine not to proceed with the activities contemplated through this process, based upon the information generated by the environmental review process.
8. There are no third party beneficiaries to this Agreement. This Agreement is made for the sole benefit of the named parties, and no other person or entity shall have any rights or remedies under or by reason of this Agreement. Nothing in this Agreement may be the basis of any third party challenges or appeals. Nothing in this Agreement creates any rights, remedies, or causes of action in any person or entity not party to this Agreement.

9. All parties retain all rights, responsibilities, and authorities provided for by law. Nothing in this Agreement delegates any rights, responsibilities, or authorities provided by law to any party. Nothing in this Agreement delegates or otherwise prevents, compromises, or precludes each party from exercising all rights, responsibilities, or authorities provided by law.