

**MEMORANDUM OF UNDERSTANDING  
LANDSCAPE CONSERVATION OF NATURAL RESOURCES IN CALIFORNIA  
THROUGH THE CALIFORNIA CONSERVATION PARTNERSHIP**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by federal, state, and non-government conservation partners who are hereby referred to as the California Conservation Partnership (CCP), which supports diverse and thriving ecosystems through lasting cooperative conservation partnerships.

The California Conservation Partnership (CCP) is a science-management partnership created to inform and promote integrated science, natural resource management and conservation to address impacts of climate change and other stressors within and across California ecosystems. Partners include entities that actively conduct natural resource management, related science and/or inform natural resource management decisions across landscapes in California.

Effectiveness in realizing shared landscape goals depends on developing shared capacities, including human and financial resources; communication and information; relevant science and science-based understanding of social, economic, and environmental conditions of the landscape; and complementary landscape climate adaptation, mitigation and conservation strategies. Better aligning and leveraging conservation funding and authorities across partners and creating mechanisms to facilitate investments in shared priorities will create a successful CCP.

It is the intent of this MOU that the signatory partners develop mechanisms for sharing in the logistics, administration and funding of the CCP core functions, including coordination, communication and support for the California Climate Commons. No one agency or organization will have a greater or lesser leadership role than any other, it is intended that all will equally participate to the furtherance of this agreement.

**Purpose**

This MOU serves as the vehicle to promote the discussion, prioritization, and design of conservation planning, scientific research, inventory and monitoring programs, communication, adaptive management, policy, and other issues critical to advance climate adaptation and landscape conservation planning and implementation efforts in California. The partners to this MOU envision a partnership that serves as a model for multiple agency cooperation and achievement.

To this end, this MOU memorializes the understanding of the partners to improve collaboration, synchronize efforts, and enhance outcomes of planning and implementation efforts related to nature-based climate change adaptation and mitigation, and to conduct and coordinate information exchange between scientists and managers to advance decision-making and conservation at a landscape scale. Successful collaboration of these partners will include a shared responsibility for administration of the CCP core functions among and across signatory partners.

## **Partners**

This MOU is entered into by the CA Department of Water Resources, CA Coastal Conservancy, CA Department of Fish and Wildlife, CA Fish Passage Forum, Central Valley Joint Venture, Climate Science Alliance - South Coast, Conservation Biology Institute, Natural Resources Conservation Service, NOAA/National Marine Fisheries Service, Point Blue Conservation Science, San Francisco Bay Joint Venture, Sonoran Joint Venture, Southwest Climate Science Center, Tuolumne Band of Me-Wuk Indians representing the Tribal Team of the CCP, US Bureau of Reclamation, US Fish and Wildlife Service, USDA Forest Service, US Geological Survey, US National Park Service. Other partners may join in the future if committing to the responsibilities as listed in this MOU.

## **Authorities**

CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species, pursuant to Fish and Game Code section 1802. CDFW's mission is to manage California's diverse fish, wildlife, and plant resources, and the habitats upon which they depend, for their ecological values and for their use and enjoyment by the public (Fish & G. Code, § 711.7(a)).

This is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c and the Fish and Wildlife Act of 1956 16 U.S.C. 742a-j. USGS Legal Authority: The USGS authority to enter into this MOU is pursuant to Public Law 99-591 that bestows permanent authority on the USGS to "prosecute projects in cooperation with other agencies, Federal, state, and private" (43 U.S.C. 36c). USGS authorities to enter into MOUs is the Organic Act of March 3, 1879, as amended, 43 U.S.C. 31 et seq., and 43 U.S.C. 36c. NPS legal authority is 16 USC 1-4, formerly known as the National Park Service Organic Act.

## **Principles**

The partnership has a coordinating role to facilitate identification of shared needs and priorities amongst partners to focus science support and guide efficient and effective nature-based climate adaptation, climate mitigation and conservation strategies at the landscape scale. By working cooperatively, partners will find common goals, enhance science-based conservation delivery, avoid duplication of effort, achieve economy of scale, accelerate production of ecosystem services that benefit wildlife and human communities, and draw upon existing strengths. The sharing of administrative duties of the CCP will ensure effectiveness of the partnership and success of its overall purpose and goals. The partners recognize the following principles, which will guide collaborative efforts under this MOU:

1. Partnerships strengthen existing conservation efforts by leveraging the collective human and financial resources to provide quality science to address shared priority conservation investments and needs.
2. Collaboration strengthens and enhances capabilities to plan, design, and deliver conservation science and strategies in consideration of rapid changes in climate, land use, ocean conditions and other environmental stressors.

3. Cooperation and consistency amongst partners improves communication and messaging and is critical for the development of applicable science and tools that address issues affecting management of fish and wildlife and their habitats.
4. Each partner is committed to understanding the opportunities and constraints of one another's independent authorities and regulatory responsibilities, which will not be compromised through participation in the collaborative efforts described in this MOU.

### **Term and Other Conditions**

A. Non-binding Nature:

This MOU is legally nonbinding and in no way: (i) impairs any partner from continuing its own planning or project implementation; (ii) limits a partner from exercising its regulatory authority in any matter; (iii) infers that a partner's governing body or management will act in any particular manner on a project; or (iv) gives any of the partners any authority over matters within the jurisdiction of any other partner. Nothing in this MOU creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a partner against any other partner, a partner's officers, or any person.

B. Effective Period and Termination:

This MOU will become effective upon signature of all partners and shall remain in effect for ten years unless terminated by mutual agreement of the partners. Upon the expiration of ten years, the MOU may be renewed or extended through written agreement of all partners. A partner may withdraw from this MOU at any time by notifying all other partners in writing at least thirty (30) days prior to the date of its withdrawal.

C. Amendments:

Modifications or amendments to the terms or content of this MOU shall be in writing and executed by all partners.

D. Relationship of Partners:

Execution of this MOU does not create a new legal entity with a separate existence from the individual partners. This MOU does not create an "advisory committee" as that term is defined in the Federal Advisory Committee Act, as amended (Pub. L. 92-463). This MOU also does not result in the joint exercise of powers as set forth in California Government Code section 6500 et seq. This MOU neither expands nor is in derogation of those powers and authorities vested in the partners, or any of them, by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this MOU.

E. Principle Contacts.

Each partner shall designate a primary point of contact and alternate for participation in the activities specified under this MOU and shall provide and keep current the names and contact information of its designated representatives to all other partners.

F. Responsibilities.

The partners will manage their own activities and utilize their own resources, including expenditures of funds, if any, in pursuing the goals and objectives of this MOU. Although partners will carry out such activities independently, each partner intends to coordinate and cooperate with the other partners to promote successful implementation of this MOU including the commitment of staff, notwithstanding budget constraints of individual partner agencies or organizations.

G. Funding and Availability of Funds:

Funding by any partner toward any interagency effort is subject to the requirements of any and all applicable laws, regulations, and procedures. Nothing in this MOU is intended or shall be construed to authorize or require the obligation, appropriation, reprogramming, or expenditure of any funds by any partner as permitted by applicable law. As required by the Anti-Deficiency Act, 31 U.S.C. 1341, 1342, and 1517, all commitments made by Federal signatories to this MOU are subject to the availability of appropriated funds and budget priorities. Any funding commitment or services, if pursued, will be handled in accordance with applicable laws, regulations, and procedures.

End. Signatures on next page.

## Signatures

\_\_\_\_ signed \_\_\_\_\_

CA Department of Water Resources      Date

\_\_\_\_ signed \_\_\_\_\_

CA Coastal Conservancy      Date

\_\_\_\_ signed \_\_\_\_\_

CA Department of Fish and Wildlife      Date

\_\_\_\_\_

CA Fish Passage Forum      Date

\_\_\_\_ signed \_\_\_\_\_

Central Valley Joint Venture      Date

\_\_\_\_ signed \_\_\_\_\_

Climate Science Alliance – South Coast      Date

\_\_\_\_ signed \_\_\_\_\_

Conservation Biology Institute      Date

\_\_\_\_\_ in review \_\_\_\_\_

Natural Resources Conservation Service      Date

\_\_\_\_\_ in review \_\_\_\_\_

NOAA/NMFS      Date

\_\_\_\_ signed \_\_\_\_\_

Point Blue Conservation Science      Date

\_\_\_\_ in review \_\_\_\_\_

San Francisco Bay Joint Venture                      Date

\_\_\_\_ in review \_\_\_\_\_

Sonoran Joint Venture                                      Date

\_\_\_\_ in review \_\_\_\_\_

T. Doug Beard, Jr.  
Climate and Land Use Change - USGS                      Date

\_\_\_\_ in review \_\_\_\_\_

Tribal Team Representative                                      Date

\_\_\_\_ in review \_\_\_\_\_

US Bureau of Reclamation                                      Date

\_\_\_\_ signed \_\_\_\_\_

US Fish and Wildlife Service                                      Date

\_\_\_\_ signed \_\_\_\_\_

USDA Forest Service -Pacific Southwest Region  
Date

\_\_\_\_ signed \_\_\_\_\_

USDA Forest Service – Pacific Southwest Research  
Station                                      Date

\_\_\_\_ signed \_\_\_\_\_

US Geological Survey                                      Date

\_\_\_\_ signed \_\_\_\_\_

US National Park Service                                      Date