

Appendix A— San Francisco Bay Joint Venture Working Agreement

September 1996

The San Francisco Bay Joint Venture is a partnership of public agencies, environmental organizations, hunting and fishing groups, the business community, local government, and landowners working cooperatively to protect, restore, increase, and enhance wetlands and riparian habitat in the San Francisco Bay Watershed. Using a non-regulatory approach and an ecosystem perspective, the Joint Venture will work through its partners to complete on-the-ground habitat projects benefiting waterfowl and fish and wildlife populations by leveraging resources, developing new funding sources and creating partnerships.

The partners of the Joint Venture recognize the vital role wetland and riparian habitats play in maintaining a healthy ecosystem because of their functions in buffering the impact of floodwaters, cleansing pollutants from runoff, recharging overdrawn water supplies, and providing critical habitat for waterfowl and hundreds of fish and wildlife species. Fifty percent of threatened and endangered species in the Bay Area depend on wetland and riparian habitat, and up to 90 percent of commercial and recreational fish species use these areas for spawning grounds in San Francisco Bay. Wetlands and riparian habitat also provide economic benefits, recreational opportunities, and generally contribute to a higher quality of life for residents in the densely populated San Francisco Bay Area.

Goal

The goal of the San Francisco Bay Joint Venture is to protect, restore, increase, and enhance all types of wetlands, riparian habitat, and associated uplands throughout the San Francisco Bay region to benefit waterfowl and other fish and wildlife populations.

Background

Waterfowl numbers in North America have experienced long-term declines due to the loss or degradation of critical wetland and associated upland habitat. Reversal of this loss is essential to the future of waterfowl, shorebirds, and all other wetland-associated wildlife. The North American Waterfowl Management Plan (NAWMP) is an international agreement between the U.S., Canada, and Mexico to address these losses. The NAWMP is a federal, state, and private cooperative initiative designed to protect wetland habitat and increase wetland wildlife populations while improving water quality, reducing soil loss and addressing many other wetland ecosystem issues. Implementation of the NAWMP occurs through the formation of multi-level partnerships (known as joint ventures) between diverse public and private organizations who share common interest in the conservation, maintenance, and management of key wetland ecosystems.

The NAWMP identifies 34 “waterfowl habitat areas of major concern” and targets these areas for the establishment of joint ventures. The San Francisco Bay region is recognized as one of the areas of major concern.

The San Francisco Bay Joint Venture also implements state and federal wetlands protection policies including the California Wetlands Conservation Policy and federal Executive Order 11990.

San Francisco Bay Joint Venture Objectives

1. Secure wetlands, riparian habitat, and associated uplands through fee or permanent easement acquisition.

2. Restore and enhance wetlands, riparian habitat, and associated uplands on both public and private lands using non-regulatory techniques.
3. Improve habitat management on publicly and privately owned wetlands, riparian habitat, and associated uplands through the use of cooperative management agreements and voluntary incentive programs.
4. Develop an Implementation Strategy using existing data on wetlands, riparian habitat, and associated uplands to guide Joint Venture protection and restoration efforts from an ecosystem perspective including public health and safety considerations.
5. Strengthen existing and promote new funding sources for wetlands acquisition, restoration, enhancement, and management programs.
6. Support monitoring and evaluation of existing restoration projects, as well as pertinent research studies, to improve the results of future restoration projects.

San Francisco Bay Joint Venture Structure

The San Francisco Bay Joint Venture is composed of a Management Board, an Advisory Board, an Implementation Strategy Committee, and several other Working Committees established to accomplish specific Joint Venture objectives. These units shall include diverse representation from state and federal agencies, environmental organizations, hunting and fishing groups, the business community, landowners, public utilities, and local government. Members of each of these units are expected to assist with external communications at national, state, and local levels, help secure funding for projects supported by the Joint Venture, and bring new initiatives to the Joint Venture.

Joint Venture Management Board

The Management Board will consist of approximately fifteen members who agree to support and promote the goal and objectives of the Joint Venture and who represent the diversity of wetlands interests found in the San Francisco Bay Region. Members of the Management Board will be landowners or land managers, or have the ability to provide

expertise in wetland science and/or policy, or have the ability to contribute or help secure funding for projects supported by the Joint Venture.

The Management Board will:

1. Set direction and policy for Joint Venture activities.
2. Solicit, select, and prioritize projects that may be undertaken by the Joint Venture partners.
3. Set direction for external communications at national, state, and local levels.
4. Secure funding for projects supported by the Joint Venture.
5. Set direction for legislative matters that affect funding for the NAWMP or projects supported by the Joint Venture.
6. Oversee development and completion of the Implementation Strategy.
7. Provide direction for the Joint Venture Coordinator who reports to the Chair.
8. Assign tasks to the Working Committees.
9. Review forthcoming wetland and riparian habitat initiatives and determine appropriate action.
10. Track accomplishment of objectives, review and approve suggested changes to Implementation Strategy.
11. Oversee management of Joint Venture funds, as appropriate if established pursuant to a separate agreement.
12. Appoint Advisory Board members.

A chair and vice chair will be appointed by the Management Board and will rotate on an annual basis. The Management Board will meet every other month.

Advisory Board

The Advisory Board will consist of up to 30 members with an interest in wetlands protection and restoration in the San Francisco Bay region. The Advisory Board members will be appointed by the Management Board.

The role of the Advisory Board will include advising and assisting the Management Board in the following areas:

1. Direction and policy for Joint Venture activities.
2. Task assignments for Working Committees as appropriate.
3. New initiatives with potential impacts on projects supported by the Joint Venture.
4. External communications at the national, state, and local levels.
5. Helping to secure funding for projects supported by the Joint Venture.
6. Legislative matters that affect funding for the NAWMP or the Joint Venture.

The Advisory Board will meet at least twice a year.

Working Committees

Working Committees are established to accomplish specific objectives of the Joint Venture, and can be established at any time by the Management Board. Working Committee members do not have to be on the Management Board. Working Committees report to the Management Board and make recommendations for the Management Board's review and approval. Working Committees meet every other month, alternating their meetings with the Management Board meeting schedule. Initial Working Committees and their responsibilities are as follows:

Implementation Strategy Committee.

This committee will consist of ten people with technical expertise reflecting the diversity of the Management Board. Once the Implementation Strategy has been completed, this committee will be convened on an ad hoc basis. The roles of the Implementation Strategy Committee will include:

1. Draft Implementation Strategy to guide acquisition and restoration activities.
2. Recommend to the Management Board the creation of new Working Committees as need arises.
3. Provide technical information to the Management Board to set and achieve habitat objectives.
4. Perform work assignments as directed by the Management Board.
5. Coordinate Joint Venture Implementation Strategy with Regional Wetlands Ecosystem Goals Project.

Legislative/Fiscal Committee.

1. Develop and implement a legislative strategy to secure funding and otherwise support projects promoted by the Joint Venture.
2. Track current and developing legislative issues and advise Management Board on appropriate action.

Public Affairs Committee.

1. Develop and implement a public outreach strategy for external communications at national, state, and local levels.
2. Design a Joint Venture brochure and other publications as directed by the Management Board.

Acquisition and Restoration Committee.

1. Develop a list of potential acquisition, restoration, and enhancement projects that will further the goals of the Joint Venture.
2. Identify acquisition and restoration opportunities.
3. Develop project selection criteria.
4. Review potential acquisition and restoration projects and make recommendations to the Management Board.
5. Track accomplishment of Joint Venture objectives.

Joint Venture Fund Committee.

1. Determine feasibility of establishing a Joint Venture Fund that can be used for Joint Venture partners' acquisition, restoration, or enhancement projects. In order to establish such a fund, all parties to this agreement must consent through a formal, legally sufficient agreement or contract which establishes such fund.

Joint Venture Coordinator

The Joint Venture Coordinator reports to the Chair of the Management Board and the responsibilities are:

1. Chair Implementation Strategy Committee.
2. Primary liaison between Management Board, Advisory Board, and Working Committees.

3. Carry out work plan and Implementation Strategy as directed by the Management Board.
4. Coordinate and provide staff direction to Working Committees.
5. Act as principal spokesperson for Joint Venture activities.
6. Assist in creating and facilitating partnerships that accomplish Joint Venture goals.
7. Oversee development and completion of the Implementation Strategy.
8. Maintain contact with media to increase public awareness about Joint Venture and wetlands issues.
9. Serve as liaison to other Bay Area wetlands coordination efforts.
10. Seek new public and private funding sources for Joint Venture partners' projects.
11. Provide coordination and information to Joint Venture partners on wetlands protection strategies and methods.
12. Provide partnership or project management guidance as needed.
13. Assist partners in completion of grant applications.

Intended Use of Implementation Strategy

The San Francisco Bay Joint Venture Implementation Strategy will be used as a blueprint to implement actions that protect, restore, and enhance wetlands, associated uplands, and riparian habitat. It will be used to assist signatories in setting priorities for wetland and riparian habitat protection efforts and be a focal point for agencies, organizations, and the public who want to contribute to wetland and riparian area protection, restoration, and enhancement. The San Francisco Bay Joint Venture Implementation Strategy will be used to identify funding needs, funding sources, and collaborators for accomplishing the goals, objectives, and actions in the Strategy.

In pursuit of this Agreement:

1. The parties to this Agreement will begin working toward the goals of the Agreement upon the signing below of at least five parties. Those parties will continue to work towards the Agreement's goals unless the number of signatories becomes less than five.
2. The members of the Management Board and other participants shall work together in a cooperative and collaborative manner. In cases of disputes over Joint Venture projects, members shall engage in a good faith effort at resolving disagreements.
3. Amendments to this Agreement may be proposed to the Chair of the Management Board at any time by any party and shall become effective upon approval by a quorum of the Management Board. However, any amendment to this Agreement which particularly affects the interests of a party or parties may not be approved by the Management Board without consent by the affected party or parties. Further, the disclaimers below may not be amended without the written consent of all parties.
4. Upon agreement from the Management Board, other agencies or organizations may join the San Francisco Bay Joint Venture Management Board, Advisory Board, and Working Committees. Any party may terminate its participation in this agreement by giving written notice to the Chair of the Management Board.
5. A quorum will consist of a simple majority of all parties on the Management Board, and is necessary to approve any action.
6. All Management Board members have the right to vote. Management Board members are required to recuse themselves from voting on issues with potential conflict of interest concerns (see Attachment A).

Disclaimers:

1. This document is intended to accomplish the stated goals by bringing public agencies, environmental organizations, hunting and fishing groups, local government, the business community, and landowners together to develop strategies to further wetlands protection. The strategies generated by these parties may then lead to the separate creation of future agreements or contracts to accomplish these goals. This document is not intended to be a

binding contract for any reason. The words and phrases used in this document such as “partner,” “joint venture” and “agreement” are not intended to be understood in the legal sense. No legal consideration has been or will be given by any party becoming involved with this Agreement.

2. 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.
3. 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.
4. 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.

IN WITNESS WHEREOF, the parties hereto have joined into this Agreement by affixing their signatures:

Signatories:

Daniel Taylor, *Executive Director*
National Audubon Society, California

Barry Nelson, *Executive Director*
Save San Francisco Bay Association

Alan Wentz, *Regional Manager*
Ducks Unlimited, Inc.

Michele Perrault, *International Vice President*
Sierra Club

John Woodbury, *Program Director*
Bay Area Open Space Council

Mike Rigney, *Watershed Program Coordinator*
Bay Area Regional Watershed Network

Arthur Feinstein
Citizen's Committee to Complete the Refuge

Barbara Salzman
Bay Area Audubon Council

Ellen Johnck, *Executive Director*
Bay Planning Coalition

Robert D. Testa, *Vice President for
Government Relations*
Pacific Gas & Electric Corporation

Douglas Wheeler, *Secretary*
California Resources Agency

Michael Fischer, *Executive Officer*
California Coastal Conservancy

Loretta Barsamian, *Executive Officer*
Regional Water Quality Control Board, San Francisco
Bay Region

Will Travis, *Executive Director*
San Francisco Bay Conservation and Development
Commission

Brian Hunter, *Regional Manager, Region 3*
California Department of Fish and Game

W. John Schmidt, *Executive Director*
Wildlife Conservation Board

H. Dale Hall, *Assistant Regional Director for California
and Klamath Ecoregions*
U.S. Fish and Wildlife Service

Alexis Strauss, *Division Director*
Water Management Division, Region IX
U.S. Environmental Protection Agency

Maxine Durney, *President*
Council of Bay Area Resource Conservation Districts

Karl Malamud-Roam
Coastal Region, Mosquito and Vector Control
Districts

Attachment A

San Francisco Bay Joint Venture Working Agreement Conflict of Interest and Disclosure Policy

All management board members are required to disclose any personal or organizational interest in a transaction or project under consideration by the Joint Venture. In addition, all potential conflicts of interest must be disclosed so that decisions made by the Joint Venture are not interpreted to be influenced by the appearance or fact of personal material financial benefit to individuals.

Definition. A conflict of interest exists whenever a member of the management board (including a spouse, sibling, parent, or child of a board member) has a personal material financial interest in a transaction or project under consideration by the management board.

Board Members Obligation. Each board member has the obligation to avoid a conflict of interest and

must disclose to the board the existence of any real or potential conflict of interest.

Board Obligations. If the board determines that a transaction or project of the Joint Venture involves a conflict of interest, whether real or apparent, by a member of the management board, the board shall, at a minimum, require the board member to abstain from voting on any such issue.

The board may approve of such project or transaction only if the board makes specific findings that the transaction or project is:

- (a) fair and benefits the Joint Venture and its objectives; and
- (b) approved with full knowledge of the economic benefit to the board member involved in the conflict of interest.

Attachment B

San Francisco Bay Joint Venture Working Agreement Mitigation Policy

The San Francisco Bay Joint Venture is a non-regulatory project whose purpose is the protection, restoration, and enhancement of wetland habitats. The Joint Venture will not participate in permit actions requiring mitigation for wetlands degradation caused by proposed or permitted activities whose primary purpose is something other than the enhancement, restoration, or creation of wetland habitat.

This policy shall not preclude the Joint Venture from exploring opportunities to work with permit holders to further enhance, restore, or create

wetlands beyond permit-specified levels, provided that all project-related permits and mitigation have been finalized and secured before the Joint Venture's involvement is solicited.

If a formal mechanism is established to allow the Joint Venture to receive monies, the Joint Venture may elect to receive fines, such as administrative civil penalties, levied as part of an effort to redress past violations for unauthorized environmental degradation, and to use those fine monies to undertake the enhancement, restoration, or creation of wetlands habitats.

Attachment C***San Francisco Bay Joint Venture
Structure***