

***SPRING CREEK WATERSHED PARTNERSHIP  
CONSERVATION STEWARDSHIP AGREEMENT***

*Among*

***UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE***

***GOLDEN TRIANGLE RESOURCE  
CONSERVATION AND DEVELOPMENT COUNCIL, INC.***

***FLINT RIVER SOIL AND WATER CONSERVATION DISTRICT***

***COUNTIES OF GEORGIA – CLAY, EARLY, CALHOUN,  
MILLER, DECATUR, AND SEMINOLE***

***U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
(Georgia Field Office and Panama City Field Office)***

THIS CONSERVATION STEWARDSHIP AGREEMENT (hereinafter referred to as “Agreement”) is made among United States Department of Agriculture, Natural Resources Conservation Service (NRCS), the Golden Triangle Resource Conservation and Development Council, Inc. (RC&D), Flint River Soil and Water Conservation District (District), and U. S. Department of the Interior, Fish and Wildlife Service (USFWS Georgia Field Office and Panama City Field Office), and the Counties of Clay, Calhoun, Miller, Seminole, Early, and Decatur in the State of Georgia (Counties), hereinafter referred to as “the Parties.”

The Spring Creek Watershed Partnership (SCWP or Partnership) is being developed to facilitate conservation action and environmental outreach for natural environments surrounding areas of Spring Creek, Georgia. The Parties agree to collectively participate in the restoration and enhancement of upland and water-related projects throughout the six counties in Southwest Georgia as well as coordinate and manage activities within the Spring Creek watershed. The NRCS, District and the RC&D possess the required technical expertise and the ability to deliver critical area assessment, design, and treatment; and the responsibility to deliver such expertise

*RC&D, NRCS, Counties, FRSWCD, and USFWS Conservation Stewardship Agreement*

for the general benefit of environmental resources. The Counties provide local authority closest to the people and increase the capacity to effectively serve the citizens of each county through legislative action, education of public officials, and enhancement of public awareness about the role and functions of county government. Additionally, the USFWS has particular expertise in providing technical assistance for project implementation including pre- and post-monitoring of aquatic resources and physical habitat, design criteria and conceptual drawings, field construction methods, funding opportunities, and outreach needs. The USFWS will also provide coordination for the SCWP, including assistance with the development of a management plan, securing funding opportunities, collaborating with landowners, and conducting site-specific scientific data collection.

The Parties agree to develop and implement voluntary and cooperative stewardship agreements for specific on-the-ground projects and the conservation and management of protected species. Particularly, projects will focus on promoting stream restoration and protection for threatened and endangered mussel species (i.e., shiny-rayed pocketbook and oval pigtoe) and several imperiled fish and mussel species (i.e., spotted bullhead and bluestriped shiner). Additional projects will involve the conservation and/or restoration of native longleaf pine/wiregrass ecosystems historic to the Coastal Plain. Species that would benefit from this type of habitat restoration may include endangered red-cockaded woodpecker (RCW) (*Picoides borealis*), threatened Indigo snake (*Drymarchon corais couperi*), rare gopher tortoise (*Gopherus polyphemus*), and multiple imperiled plant species. Other native habitat conservation will include wetland and natural springs restoration and enhancement.

This partnership is intended to address widespread, intractable non-point source pollution problems resulting from unpaved roads and associated stream crossings. Implementing a program to address stabilizing unpaved roads through cooperative and innovative partnerships will facilitate an effective working relationship between state, federal, and local agencies; identify priority restoration needs throughout the Spring Creek watershed; develop a set of practical tools and methods useful for local government and agency road maintenance

departments; and implement a series of demonstration projects that would validate methods, reduce sediment loading, protect and restore aquatic habitats, and promote awareness on the part of citizens and local governments.

THE PURPOSE of this Agreement is to describe the Parties' commitments and responsibilities for the enhancement of habitat, management, and recovery of protected species on sites in the Spring Creek watershed. In accordance with this purpose, this Agreement also describes the Parties' commitment and responsibilities to stabilize and increase populations of the shiny-rayed pocketbook, oval pigtoe, spotted bullhead, bluestriped shiner, and RCW in this area.

The general goals of this Agreement include the following:

- To share information and coordinate efforts among the Parties in fulfilling the purpose of the Agreement.
- To provide a model for local, state, federal, and private entities working together to fulfill the purpose of the Agreement.
- To communicate to the public the success in meeting both individual and common goals related to the Agreement.

This Agreement recognizes that the Parties have legitimate and varied management goals ranging from agriculture, residential and commercial enterprises, rural area development, watershed protection, flood prevention, scientific research, and conserving native species and ecosystem integrity. This Agreement is in no way intended to limit or constrain the Parties' individual goals.

The Agreement is entered into pursuant and subject to all applicable federal, state, and local laws. This Agreement is not entered into in the interest of obtaining advice or recommendations

*RC&D, NRCS, Counties, FRSWCD, and USFWS Conservation Stewardship Agreement*

from any office or agency of the federal government and nothing herein shall be construed, nor is intended to state or imply that this Agreement establishes a Federal Advisory Committee or that the Federal Advisory Committee Act (5 U.S.C. Appendix 2) shall apply.

IN ORDER TO FULFILL the stated purpose and intent of this Agreement, the Parties agree in principle to the following:

1. To enhance and/or restore stream-related habitats including, but not limited to, riparian area reforestation, gully and stream bank stabilization, fish passage, in-channel modification, and habitat installation (i.e., large woody debris). Projects will be conducted using principles of fluvial geomorphology-natural channel design, NRCS stream bank stabilization guidelines, and best management practices to minimize overland sediment transport (i.e., unpaved roads stabilization and vegetation revetment). Projects related to stream restoration will benefit the shiny-rayed pocketbook, oval pigtoe, and other imperiled fish and mussel species.
2. To enhance and/or restore upland habitats back to historic conditions, mainly longleaf pine/wiregrass ecosystems and occasionally other natural communities documented in the *“Natural Environments of Georgia,”* by Charles H. Wharton. Projects will be conducted through timber management practices including, but not limited to, plantings, thinning, or selective harvesting. Understory management will also be included, but not limited to, plantings, exotic plant control, and prescribed fire. Restoration management prescriptions will benefit RCW, gopher tortoise, and indigo snake populations on project sites.
3. To enhance and/or restore wetland and adjacent habitats to retain stormwater, increase floodplain storage, increase wading bird and amphibian habitat, and improve water filtration.

4. To implement management prescriptions that provide protection for, and promote the growth of, imperiled plant species on these sites. Management activities may (but are not limited to) include surveying, population monitoring, reintroduction, scientific research and management of roads, and fire break placement.
5. To share and exchange relevant information and technology as appropriate and as needed to compile and implement the above strategies or restoration projects.
6. To develop specific agreements and working plans for individual projects considered by all or some of the Parties hereto that have mutual interest. Such agreements and working plans will be developed whenever deemed appropriate by the relevant Parties.
7. To consider entering into specific agreements among all or some of the Parties and/or third parties, as occasion demands, for the use of specialized equipment, transfer of funds, purchasing of supplies, and other matters pertaining to the general purposes of management agreed upon by all or some of the Parties hereto. Any allocation of responsibilities and liabilities, including limitation of expenditures under this Agreement, will be set forth in specific working agreements entered into by the relevant Parties.
8. To hold meetings as needed to discuss or coordinate the preparation or implementation of plans and other management opportunities, and to keep written records made under this Agreement. Golden Triangle RC&D will maintain all administration records such as meeting minutes, mailing lists, contracts, and expenditures.
9. To make this Agreement effective as of the date it is executed by the last party and continuing for a term of one year, and renewing automatically on an annual basis up

to five years, unless terminated in writing by one or more of the Parties hereto pursuant to paragraph 10 below.

10. To terminate this Agreement at any time by mutual agreement by all Parties with any party having the right to withdraw from this Agreement by giving the other Parties 30 days notice.
11. To amend this Agreement as necessary at any time to incorporate new parties, new information or changes in any Parties' authorities, policies, directives, or goals – subject to concurrence by all Parties.
12. To adopt by-laws as needed by the Partnership for the management of its affairs and the adherence of partnership members to the procedures and principles of order, debate, consensus, resolution, and action (see Attachment A).

Nothing in this Agreement shall be construed to place financial commitment upon any of the Parties. Actions taken and funds expended to implement this Agreement are contingent upon appropriations, priorities, and other constraints.

IN WITNESS WHEREOF, the Parties hereto have executed this Conservation Agreement as of the first date written below.

Natural Resources Conservation Service

---

By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Golden Triangle Resource Conservation and Development Council, Inc.

---

By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Flint River Soil and Water Conservation District

---

By: Title Date

U.S. Fish and Wildlife Service (Georgia Field Office)

---

By: Title Date

U.S. Fish and Wildlife Service (Panama City Field Office)

---

By: Title Date

Clay County, State of Georgia

---

By: Title Date

Calhoun County, State of Georgia

---

By: Title Date

Early County, State of Georgia

---

By: Title Date

Miller County, State of Georgia

---

By: Title Date

Decatur County, State of Georgia

---

By	Title	Date
----	-------	------

Seminole County, State of Georgia

---

By	Title	Date
----	-------	------

## **Attachment A**

### **BY-LAWS**

#### **Organizational Structure**

The provisions for member participation in the affairs of the Spring Creek Watershed Partnership are as follows:

- The officers elected by the Partnership members shall be a Chairperson and Recording Secretary and shall serve for a term of one year. Officers shall perform the duties prescribed in the Agreement provisions. The interim Chairperson for the Partnership is Mr. Chris Metcalf, U.S. Fish and Wildlife Service, Fisheries Biologist, and the Recording Secretary is Debbie Henry, Natural Resources Conservation Service.
- The members of the Partnership will consist of a designated representative from each signatory to this Agreement.
- Membership shall be for the life of the Partnership.
- Partnership members, their designated representative or Partnership member proxy, have the right to full participation in its proceedings – that is, the right to make motions, to speak in debate on them, and to vote on them.
- Members may abstain from voting on a proposed motion, amendment, or resolution.
- The Partnership will strive to achieve consensus among all partnership members.
- A Partnership member wishing to resign from the Partnership or appointed committee shall notify the Recording Secretary, who shall advise the Partnership.
- A Partnership member vacancy shall be filled by the signatory agency as soon as possible by advising the Recording Secretary.

#### **OPERATIONS**

The provisions for conducting the affairs of the Spring Creek Watershed Partnership are as follows:

- The Chairman shall schedule team meetings. At least a two-week notice shall be given.
- No less than three meetings shall be held each year.

- Five members of the Partnership shall constitute a quorum for business transactions.
- Partnership members may vote on any matter by mail, email, or teleconference.
- The Chairperson shall appoint committees as the members deem necessary.
- All committees shall represent a cross-section of the Partnership's interest and diversity of concerns.
- Minutes of all committee meetings shall be forwarded to the Partnership Recording Secretary. Committee minutes shall accompany announcements for the next Partnership meeting.
- All decisions, recommendations, and actions are taken by consensus agreement of a quorum of voting Partnership members. If necessary, a minority opinion will be prepared and made a part of the record.
- Partnership and committee reports shall be submitted to each member and other appointed recipients as deemed necessary by the Partnership.
- All reports require a consensus for adoption by the Partnership.

#### **TEAM ATTRIBUTES**

The eight attributes of an effective team that are intended to guide the performance of the Spring Creek Watershed Partnership include:

1. *Participative Leadership* – Creation of interdependency by empowering, freeing up, and serving other members.
2. *Shared Responsibility* – Members feel equally responsible for the performance of the committee.
3. *Aligned on Purpose* – A sense of common purpose should prevail with all members regarding why the committee exists and the function it serves.
4. *High Communication* – Creation of a climate of trust and open, honest communication.
5. *Focus on Future* – Identifying and acting on opportunities that will improve future environmental and socioeconomic conditions.
6. *Focus on Task* – Meetings are focused on results that service objectives.
7. *Creative Talents* – Individual creativity and talents are identified and utilized.
8. *Rapid Response* – Identify and act on opportunities.