

MAY 25 1951

Sagehen
Creek

March 2, 1951

A Cooperative Agreement Between the Regents of the University of California and the Forest Service of the U. S. Department of Agriculture with Respect to Development of an Experimental Wildlife and Fisheries Area in the Upper Sage Hen Creek Basin on the Tahoe National Forest, California

Since it is the desire of the University of California to engage in field research in wildlife and fisheries problems, and since the Forest Service is interested in these resources as useful products of National Forest lands and waters and since the facts that might be derived from such studies would aid in the administration of these resources on National Forest lands, Forest Service representatives and the Regents of the University of California hereby declare their willingness to cooperate on such an undertaking for the general improvement and welfare of the wildlife and fisheries resources of the State and the Nation.

In order to facilitate work by the University staff and students in these fields of endeavor, the Forest Service agrees to:

1. Permit the University to go upon during any period of the year that portion of the Tahoe National Forest in the drainage of Sage Hen Creek, a tributary of the Little Truckee River, near Truckee, California, above Highway 89 for the purpose of wildlife and fishery studies. Such permission will be granted without charge to the University.
2. Issue special-use permits for such facilities as are indicated in paragraph 1 on page 3 of this agreement for

such land or water areas as may be required for intensive use in field experimental work, for housing or for supplementary facilities essential to the research program developed or for the use of field personnel assigned to the project.

3. Permit the University to install necessary facilities and controls for sampling hunter and angler success in the area; such sampling to be done by University or other personnel in accordance with the needs of the field program. The purpose of such sampling is not to exclude the public from areas not under special use permit, but for gathering creel or bag data, and other desirable types of information pertinent to the wildlife and fisheries studies to be conducted there.

4. Recommend jointly with agents of the University of California to the California Fish and Game Commission any legal stream closures or restrictions on the taking of game needed to effectively carry on the field research program.

5. Should funds or manpower become available to the Forest Service for such purposes it will cooperate in the maintenance and construction of facilities for the operation of the project within the limits of its budgetary restrictions and activity priorities.

The University of California, in turn agrees to:

1. Submit plans for any structures, roads, or other facilities or improvements to the Supervisor of the Tahoe National Forest for approval prior to initiating any construction work.
2. Provide adequate supervision for project workers so as to carry out efficiently the research program and to protect National Forest interests in the area.
3. Provide the Forest Service with an annual summary on January 1 of each year covering briefly the work and findings of the previous year and plans for the ensuing year.
4. Provide the Forest Service with reprints of all papers based on research work conducted in the Sage

Hen Creek Basin.

5. Jointly with the agents of the Forest Service to recommend to the California Fish and Game Commission any legal stream closures or restrictions on the taking of game as needed to effectively carry on the field research studies.

6. Provide such aid to the Forest Service from time to time within the limits of the University budget and requirements of more essential tasks, as might aid this agency in the solution of forest administrative problems relating to fish and game resources.

Other Considerations

Nothing in this agreement binds the University to revise its interpretation of the findings or to orient its research program in line with parallel policies or programs of the Forest Service. The only restriction intended here in the use of the Sage Hen Creek Basin is that the work must be limited to the purposes outlined above.

Nothing in this agreement will prevent the Forest Service from disposing of products of the forest in the usual manner, nor from constructing needed improvements for National Forest administration. However, it is the intention of the Forest Service that such use or improvements shall be so handled that there be the least possible interference with the project.

Nothing in this agreement will prevent the University's staff or students from working on wildlife or fisheries problems or allied

biological projects in areas outside the Sage Hen Creek Basin.

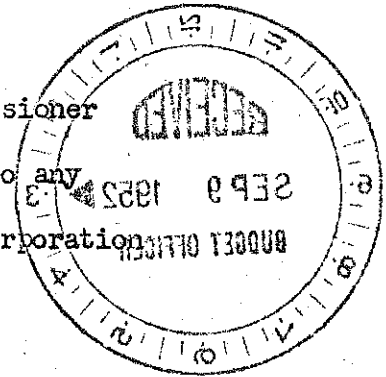
Nothing in this agreement will prevent the University from permitting temporary use of the facilities developed on Sage Hen Creek by scientific workers in the same or allied fields from the same or other educational institutions.

It is further understood that this agreement may be cancelled upon one year's notice by either party, or in a less period by mutual agreement. Upon cancellation of the agreement or termination of the work, the University will be given one year, or such time as may be agreed to be reasonable, within which to remove improvements constructed in the basin.

It is mutually agreed that the term of this agreement shall remain indefinite or until such a time as circumstances require the development of a new cooperative agreement or the termination of the agreement as outlined in the above paragraph.

It is agreed that much permanent good can accrue to the management of fish and game resources from the use of the Sage Hen area in the manner proposed in new findings, ideas, facts, and applications. This agreement represents an opportunity for the Forest Service and the University to more adequately serve the fields of wildlife and fisheries than has been possible in the past.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.



The Regents of
For/the University of California For the Forest Service

Edward W. Johnson President Chairman
W. D. Cressinger Acting Regional Forester
Margaret Wachner Controller Assistant Secretary

Attorney

Chairman, Zoology Department

Date April 12, 1951

APPROVED AS TO FORM:
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