

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CALIFORNIA DEPARTMENT OF FISH AND GAME
AND
THE UNITED STATES FISH AND WILDLIFE SERVICE
REGARDING
COASTAL SAGE SCRUB NATURAL COMMUNITY CONSERVATION PLANNING
IN SOUTHERN CALIFORNIA**

This Memorandum of Understanding (MOU) implements a policy of coordination and cooperation by and between the California Department of Fish and Game (Department) and the United States Fish and Wildlife Service (Service) regarding the development of conservation strategies for effective, long-term protection of the Coastal Sage Scrub natural community and its associated sensitive species in southern California.

WHEREAS:

1. Published estimates indicate that 85 to 90 percent of Coastal Sage Scrub in California has been lost as a result of urban and agricultural development.
2. There are 13 species of animals and plants associated with Coastal Sage Scrub that are on either State or Federal lists of endangered, threatened or rare species.
3. The Service has proposed the coastal California gnatcatcher (*Polioptila californica californica*) for Federal listing as an endangered species.
4. Fifty-six additional species of animals and plants associated with Coastal Sage Scrub are considered to be sensitive, including over 30 species that are candidates for Federal listing.
5. California's human population has soared and is expected to reach over 40 million by early in the next century.
6. The decade of the 1990s poses unprecedented challenges to Federal, State and local agencies responsible for conserving Coastal Sage Scrub in southern California.
7. Ecologically sound conservation actions must be implemented in order to give long-term protection to the remaining Coastal Sage Scrub habitats in southern California.

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8. Future conservation planning in California will require protecting larger landscape units, taking into account the distribution and life history requirements of multiple species that require specific habitats.
9. The Department has proposed a new approach to address the conservation of California's natural heritage – **NATURAL COMMUNITY CONSERVATION PLANNING (NCCP)** – which has been authorized by recent legislation.
10. The Department has initiated a pilot NCCP effort for the Coastal Sage Scrub community in southern California.
11. The goal of NCCP is to conserve viable populations of California's native animals and plants, and their habitats.
12. The goal of NCCP for Coastal Sage Scrub is to identify a scientifically-justified system of Coastal Sage Scrub habitat areas to be managed for its ecological values and the long-term protection of multiple species of interest.
13. The NCCP Program shall be an innovative, community-level approach to the conservation of the Coastal Sage Scrub natural community and shall not be considered as abrogating current responsibilities of the State and Federal governments pursuant to the endangered species acts or for recovery actions or management which would otherwise be required pursuant to those acts.

THE DEPARTMENT AND THE SERVICE SHALL IMPLEMENT AS FOLLOWS:

1. The Department shall be responsible for developing the NCCP process and guidelines with Service review and concurrence.
2. The agencies will work together to assure that NCCPs are designed to facilitate compliance with the Federal Endangered Species Act Section 10(a) permit requirements and the California Endangered Species Act Section 2081 permit requirements. NCCPs so designed shall be sufficient to meet actions which otherwise may be required pursuant to the State and Federal acts.
3. There shall be public involvement in the development of the NCCP process and in the scoping and review of individual NCCP documents.

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4. A Scientific Review Panel (SRP), currently consisting of Drs. Peter Brussard, Michael Gilpin, Dennis Murphy, Reed Noss and John O'Leary has been established to recommend appropriate survey methods, conservation biology techniques, and species and habitat protection needs for Coastal Sage Scrub and associated sensitive species.
5. Information and analysis undertaken by the SRP shall be presumed to constitute the best information available until, and unless, further credible analysis and investigation show the contrary.
6. All data and information relating to Coastal Sage Scrub and associated sensitive species, including data used by the SRP in the preparation of its recommended survey methods and conservation guidelines shall be shared.
7. Agencies shall jointly review the SRP's scope of work and recommended survey methods and conservation guidelines.

AUTHORITY:

1. Nothing in this MOU shall be construed as limiting or affecting in any way the authority of the parties to this MOU.

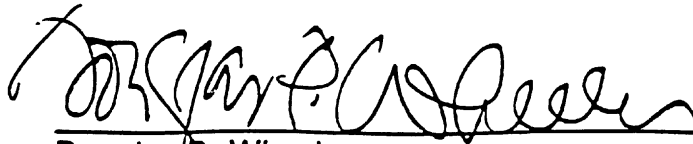
LIMITATIONS AND AMENDMENTS:

1. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both parties to this MOU. In addition, no oral understanding or agreement not incorporated in this MOU shall be binding on either of the parties to this MOU.
2. This MOU may be amended by either party upon consent, in writing, of both parties to this MOU.

TERMINATION:

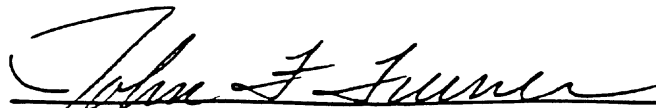
1. This agreement shall remain in force and effect until termination by the Department or the Service. Such termination shall be effective upon 30 days' notice in writing.

This MOU has been executed by and on behalf of the parties hereto as of the date last signed below:



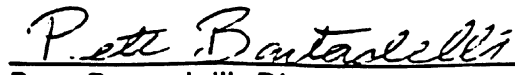
Douglas R. Wheeler
Secretary for Resources

12-4-91
Date



John F. Turner, Director
U. S. Fish and Wildlife Service

12/4/91
Date



Pete Bontadelli, Director
California Department of Fish and Game

12-4-91
Date



Marvin L. Plenert, Regional Director
U. S. Fish and Wildlife Service

12-4-91
Date