

MEMORANDUM OF AGREEMENT

FOR

COASTAL SAGE SCRUB NATURAL COMMUNITY CONSERVATION PLANNING

BY THE STATE PARK SYSTEM

A. PREAMBLE

The Natural Community Conservation Planning (NCCP) program is a component of Governor Wilson's Resourceful California Program. The Department of Fish and Game (DFG) and the Department of Parks and Recreation (DPR) are both agencies within the California Resources Agency and are committed to the successful implementation of the NCCP program.

This Memorandum of Agreement (MOA) recognizes the value of identifying and conserving sensitive natural areas and species in California and the importance of a State Park System that insures protection of our significant natural and cultural heritage and provides recreational opportunities. The DFG is responsible for managing the state's fish and wildlife resources, including sensitive habitats and endangered plant species. The DFG is also responsible for administering the Natural Community Conservation Planning (NCCP) program which promotes regional planning and management of our natural resources. The DPR is responsible for identifying, acquiring and managing important natural and cultural features and providing recreational opportunities within state park units. Over the last ten years, DPR resource specialists have led California's efforts in researching and restoring critical coastal sage scrub habitat through genetically controlled revegetation and low-intensity prescribed burning. Where appropriate, state park lands could contribute to regional conservation planning efforts.

B. AUTHORITY

Consistent with "The Agreement on Biological Diversity" to which the DFG and DPR are signatories, DPR and DFG will participate in a regional strategy that ensures protection of biological diversity and the maintenance of economic viability throughout the state. As stated in the agreement, public lands are a priority for inclusion in bioregional reserves. Participation by DPR could contribute important lands to bioregional efforts.

This MOA is entered into to aid in the identification, evaluation and inclusion of appropriate state park lands into NCCP reserve systems.

It is acknowledged by both parties that their participation in this MOA neither guarantees nor assures the issuance of any permits, authorizations for take of any species, or conveyance of any specific lands for conservation purposes that may be required under statutory authorities. It is further acknowledged by both parties that the decision to issue said permits or authorizations or convey said lands remains within the sole discretion of the appropriate party.

C. PURPOSE

The purpose of this MOA is to establish procedures by which the DFG and DPR will participate in NCCP Coastal Sage Scrub (CSS) planning. This MOA is intended to ensure that, where appropriate, existing state park lands (which herein include Off Highway Vehicular Units) and future state park land acquisitions will be considered for inclusion in NCCP CSS subregional planning efforts. NCCP planning for other habitat types, which could result in enrolling additional state park units, will require a separate MOA. This MOA also provides assurances that appropriate present and future recreational opportunities within state park lands will not be constrained or precluded arbitrarily by their inclusion within an NCCP reserve system. Based upon an assurance of protection to target species (listed and non-listed) provided in the NCCP reserve system(s), DPR's participation will allow for future incidental "take" of target species (possibly including those that subsequently become listed).

D. PRINCIPLES OF AGREEMENT

The signatory agencies agree to actively participate in the NCCP CSS planning effort. Participation will focus on identifying state park lands for possible inclusion in NCCP planning subregions, participating in efforts to create reserve systems, and assuring the long-term protection of reserves that are established. It is understood that most state park units listed below were primarily purchased to preserve significant habitat values, including coastal sage scrub. However, DPR is under its own statutory requirements and guided by other statutes and planning guidelines such as the California Coastal Act to provide outdoor recreation to the public which can affect habitat values.

1. The Department of Fish and Game will:

- a. Commit staff and other resources as available to participate in NCCP CSS planning including the review or development of park plans to ensure compatibility with NCCP.
- b. Assist DPR in identifying additional potentially appropriate state park lands and respond promptly to information requests and recommendations by DPR.
- c. Develop administrative procedures for including DPR into NCCP CSS subregional planning and "enrolling" additional state park lands.
- d. Provide assistance and information from the Natural Diversity Data Base and Geographic Information System group.
- e. As staff expertise and time allow, assist in field surveys and monitoring of CSS resources in state park lands.

- f. Coordinate CSS planning with the federal government and the appropriate Mexican government along border lands pursuant to North American Free Trade Agreement opportunities.

2. The Department of Parks and Recreation will:

- a. By executing this MOA, enroll into the NCCP CSS planning program the coastal sage scrub areas to be mapped by DPR in consultation with DFG from the following state park units: Chino Hills State Park, Crystal Cove State Park, San Onofre State Beach, San Pasqual Battlefield State Historic Park, Torrey Pines State Reserve, and Border Field State Park.
- b. Commit staff and other resources as available to initiate NCCP CSS planning.
- c. Identify potentially appropriate state park lands for inclusion in NCCP reserves and recommend lands for inclusion into reserve systems.
- d. Collaborate with DFG to produce administrative procedures for "enrolling" additional state park lands and including state lands into NCCP planning areas.
- e. Review and modify as necessary and consistent with DPR general planning priorities, General Plans, General Development Plans or other documents that specify land uses in state park units that are to be included in NCCP reserve systems.
- f. As time allows, conduct surveys and monitoring of CSS resources in state park lands that are identified or committed to NCCP reserve systems.
- g. Manage all state park lands that are committed to NCCP reserve systems in a manner that is consistent with long-term NCCP plans and management goals and the amended General Plans per Section D.2.e above.
- h. Enroll, if leased, into the NCCP CSS planning program coastal sage scrub areas at Otay Mesa to be mapped by DPR in consultation with DFG. To facilitate current NCCP CSS planning, DPR will provide DFG with pre-acquisition land use planning concepts for Otay Mesa upon execution of this agreement.

E. IMPLEMENTATION

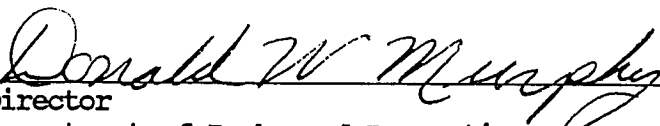
Early and consistent participation is critical to successful regional planning. The DFG and DPR will establish an agenda and timeline for bringing state park lands into NCCP subregional planning areas. Each party will assign a key staff person to coordinate its activities. More specifically, the parties will:

- 1. Schedule regular meetings to initiate planning and assure continued participation.
- 2. The DFG lead for this effort will be the Supervisor, NCCP San Diego Office.
- 3. The DPR lead will be assigned by the Chief, Southern Division.
- 4. DFG will regularly communicate subregional NCCP planning progress that is not specifically related to DPR participation.

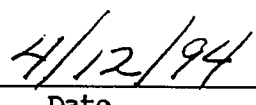
F. MODIFICATION AND TERMINATION OF THE MEMORANDUM OF AGREEMENT

- 1. This agreement, which supersedes the March 2, 1994 MOA, may be modified with the written approval of both signatories of the MOA. Modifications may be proposed by either party and may include adding additional state park units to Section D.2.a above. Proposed modifications will be submitted for a sixty (60) day period of review by the other party.
- 2. A signatory may terminate its participation in this agreement upon thirty (30) day prior written notice to the other party.
- 3. This agreement is intended to supplement, not replace, any existing agreements between the parties.

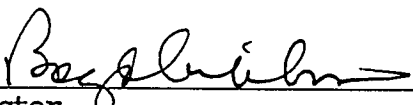
G. SIGNATURES



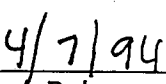
Director
Department of Parks and Recreation



Date



Director
Department of Fish and Game



Date