

ATTACHMENT

ORIGINAL

NATURAL COMMUNITY CONSERVATION PLANNING (NCCP)/
COASTAL SAGE SCRUB PROGRAM

ENROLLMENT AGREEMENT

Recognizing the need for comprehensive wildlife habitat conservation planning at the regional level, the City of San Diego (hereafter referred to as "City") and the State of California (hereafter referred to as "State," represented by the California Department of Fish and Game) agree to the following:

1. The City agrees to assist in the formation of subregional coastal sage scrub natural community conservation plans by:
 - a. Preparing the Multiple Species Conservation Program (MSCP) plan according to the terms, conditions, scope of work, and time schedule covered by the agreement, dated July 29, 1991, between the City and ERC Environmental and Energy Services Company. A copy of this agreement is on file in the Office of the City Clerk as Document No. RR-278422; ERC has since changed its name to Ogden Environmental and Energy Services Company (hereafter referred to as "Ogden").
 - b. Cooperating with other local governments and with land owners within the City's MSCP study area during their formation of subregional Natural Community Conservation Planning (NCCP) programs to promote compatibility with the City's MSCP.
 - c. Utilizing regulatory authority to the extent authorized by law to support the concept of the NCCP program as described by California Fish and Game Code Sections 2800 through 2880.
 - d. Including information on the NCCP program with materials and advice provided to potential project applicants.

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SAN DIEGO, CALIFORNIA

2. The City agrees to be sensitive to the potential impacts of proposed projects on coastal sage scrub during development of the MSCP plan by:
 - a. Considering at a later date selection certain City-owned lands containing coastal sage scrub habitat for NCCP enrollment.
 - b. Notifying City employees of the MSCP and NCCP programs and of the importance of planning for the conservation of habitats and the preservation of species.
 - c. Coordinating existing fire prevention and brush and weed abatement policies with the California Department of Fish and Game and the US Fish and Wildlife Service to ensure that the coastal sage scrub habitat community is not unnecessarily impacted, while complying with applicable public health and safety laws.
 - d. Requiring that any proposed project provides full disclosure of the amount of coastal sage scrub habitat on the project site and the potential impacts of the project to the habitat.
 - e. Monitoring through the CEQA and the City's Resource Protection Ordinance processes cumulative loss of coastal sage scrub habitat within the City's land use jurisdiction and reporting on a quarterly basis through these same processes the losses of this habitat to the California Department of Fish and Game.
 - f. Requiring discretionary projects to comply with applicable laws, including the California Environmental Quality Act (CEQA) and the City's Environmental Quality Ordinance and Resource Protection Ordinance, where applicable.
 - g. Requiring as part of the CEQA and the City's Resource Protection Ordinance processes, where applicable, analysis of project impacts to coastal sage scrub habitat and other contiguous natural habitats that constitute essential wildlife corridors linking coastal sage scrub areas.
 - h. Assessing and making appropriate determinations as part of the CEQA review process regarding whether:
 - (a) projects will have significant unmitigated impact on coastal sage scrub habitat; and
 - (b) projects will have the potential to preclude the ability to prepare effective subregional NCCPs.

- i. Requiring environmental documentation in areas where no prior environmental documentation has been completed under CEQA for grading, grubbing, or similar activities regulated by the City's Resource Protection Ordinance proposed in existing coastal sage scrub habitat areas, where applicable, except as required for ongoing agricultural operations.
- j. Consulting with the California Department of Fish and Game and the US Fish and Wildlife Service during the MSCP/NCCP planning period regarding the scope and extent of mitigation for projects affecting existing coastal sage scrub habitat.

3. The State agrees to the following regarding the City's enrollment in the NCCP program:

- a. The State recognizes and accepts the MSCP as a functional equivalent of the NCCP.
- b. The State recognizes that the City of San Diego is investing considerable time and public resources in preparation of the MSCP plan and that on-time completion of the MSCP plan is critical to the City's ability to fulfill its obligations to upgrade the Metropolitan Sewerage System. The State agrees that it will not impose requirements on the City that would cause delay, require redesign, or affect by regulation development of the MSCP plan or adversely impact the potential for the MSCP plan to be implemented.
- c. The State recognizes that the survey methods employed by Ogden and the preserve design criteria developed by Ogden in preparation of the MSCP plan represent up-to-date scientific theory and practice and that, prior to their use in the Multiple Species Conservation Program, these methods and criteria were reviewed and agreed to by the US Fish and Wildlife Service and the California Department of Fish and Game. The State agrees that these survey methods and criteria are acceptable in lieu of the State's Scientific Review Panel guidelines and, therefore, that the City will not be required to apply the State's Scientific Review Panel guidelines for completion or implementation of the MSCP plan or enrollment in the NCCP program.
- d. The State agrees that the California Department of Fish and Game will continue to be an active participant in the City's Multiple Species Conservation Program.

See 7/6/92
letter (Whitehead)
to Hif/Flesh
for state's
position on
#3. That letter
should be
considered part
of this agreement
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The City may terminate its commitments under this agreement following 30 day advance written notice to the State.

Authorized Signatures:

CITY OF SAN DIEGO

CALIFORNIA DEPARTMENT OF
FISH AND GAME

J.R. Feenfelder
JACK MCGRORY

NAME

City Manager

TITLE

Approved as to form and legality this 11th day of May, 1992.

JOHN W. WITT, City Attorney

By:

Kelly J. Salt for
MARGUERITE S. STRAND
Deputy City Attorney

R-279838