

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES NAVY
AND THE
BUREAU OF LAND MANAGEMENT
REGARDING THE
CALIFORNIA COASTAL NATIONAL MONUMENT**

I. PARTIES AND PURPOSE

The United States Navy, within the United States Department of Defense (DOD), and the Bureau of Land Management (BLM), within the United States Department of the Interior, enter into this Memorandum of Understanding (MOU) to establish an interim agreement whereby the Navy will serve as a Steward for the following areas of the California Coastal National Monument (CCNM): (1) the portions of the CCNM off the shoreline of San Clemente Island, (2) the portions of the CCNM off the shoreline of San Nicolas Island, (3) Begg Rock near San Nicolas Island, and (4) the portions of the CCNM off the western side of Naval Base Point Loma in San Diego, California.

II. INTRODUCTION

A. BLM and the California Coastal National Monument. By Presidential Proclamation on January 11, 2000, all unappropriated or unreserved lands and interest in lands owned or controlled by the United States in the form of islands, rocks, and pinnacles above mean high tide within 12 nautical miles of the shoreline of the State of California were designated as the CCNM. The CCNM was nationally recognized in the Presidential Proclamation as a biological and geological treasure, rich in biodiversity, and providing essential habitat for many species of scientific interest. The CCNM designation mandates the protection of historic and scientific objects, particularly wildlife species which normally inhabit the CCNM area, and limits management discretion that the Federal managers otherwise have. The Secretary of the Interior manages the CCNM through the BLM and under the BLM's existing authorities, subject to the overriding purpose of protecting the resources described in the Presidential Proclamation. The BLM is directed by Congress to administer the public lands so that all various land and resource uses and values are managed in combinations that will best meet the needs of the American people.

B. Core-Managing Partners. BLM, the California Department of Fish and Game (CDFG), and the California Department of Parks and Recreation (CDPR) serve as the "core-managing partners" of the CCNM. Through an interim MOU signed in the spring of 2000, BLM extended its partnership with CDFG and added CDPR, the State agency that administers 25% of the California coast. Collectively, BLM, CDFG, and CDPR are responsible for the management of the CCNM.

C. Stewardship. With a national monument as extensive and connected to so many varied jurisdictions as the CCNM, the opportunities for partnerships are not only enormous, but also necessary. Although the Presidential Proclamation makes it very clear that the CCNM will remain under federal ownership and directs the Secretary of the Interior to manage the CCNM through the BLM, the BLM needs to continue existing partnerships and establish new ones with governmental agencies and others in order to effectively administer the CCNM. Consistent with appropriate authorities, stewardship agreements are being developed with select entities with management interests along the coast. CCNM “Stewards”¹ work in partnership with BLM to share information that assists the BLM in its management of a specific portion of the CCNM (See CCNM Stewardship Program Fact Sheet, Attachment A).

D. San Clemente Island, San Nicolas Island, Begg Rock, and Naval Base Point Loma. The Navy administers San Clemente Island (under jurisdiction of Naval Base Coronado) and manages the island as part of the San Clemente Island Range Complex, a major land, air, and sea training range complex. San Nicolas Island is also Navy administered (under jurisdiction of Naval Base Ventura County) and serves as the cornerstone for the Point Mugu Sea Range, primarily as an instrumentation site. Begg Rock is located approximately seven miles west northwest of San Nicolas Island. The western side of Naval Base Point Loma contains a variety of research and development facilities. The Navy has established integrated natural resources management plans for the three installations adjacent to the CCNM, and maintains an environmental staff to oversee the implementation and management of its plans and associated initiatives. Until jurisdiction of the rocks and exposed reefs associated with both islands and Naval Base Point Loma can be transferred to DOD, the Navy is agreeing to serve as a CCNM Steward for the BLM’s management of the portion of the CCNM adjacent to San Clemente Island, San Nicolas Island, and Naval Base Point Loma, and Begg Rock. (See Map of Navy Stewardship Area of the CCNM, Attachment B).

III. AUTHORITIES

- A. BLM Authority;** The Federal Land Policy and Management Act of 1976, Section 307(b) provides that the Secretary of the Interior may undertake programs of resource management through cooperative agreements.
- B. Navy Authority:** Executive Order 13352 of August 26, 2004, Facilitation of Cooperative Conservation, requires the Secretaries of Defense and Interior to carry out activities of their respective agencies that relate to the environment and natural resources in a manner that facilitates cooperative conservation. Nothing in this MOU shall be construed or interpreted as preempting any otherwise applicable Federal, State, or local law or regulation relating to the management of natural and cultural resources on or off military installations.

IV. PRINCIPLES OF STEWARDSHIP AGREEMENT

A. The Navy Agrees To:

¹ A “Steward” is defined as the local CCNM point of contact for the assigned portion of the CCNM.

1. Serve as a CCNM Steward and work closely with the Core-Managing Partners of CCNM and other CCNM partners, as appropriate, in accordance with the paragraphs below.
2. Designate a contact person to serve as the U.S. Navy liaison with the CCNM.
3. Cooperate with the BLM on defining the monitoring and research needs for the CCNM and developing a strategy for implementing the protection, monitoring, and research needs consistent with the Navy's integrated natural resource management plans.
4. Provide information on existing and future Navy missions, subject to national security concerns, which could impact the CCNM, in order to assist the BLM in developing guidance on managing the CCNM.
5. Implement Navy activities to avoid or minimize negative impacts to the CCNM as practicable and consistent with the Navy mission.
6. Provide the BLM reasonable access, if needed, to the CCNM from San Clemente and San Nicolas Islands, Begg Rock, and Naval Base Point Loma, in a manner that is compatible with the Navy's activities, actions, schedules, and security.
7. Report to BLM on an annual basis on known impacts to the CCNM, and activities and/or actions related to the CCNM undertaken by the Navy.

B. The BLM Agrees To:

1. Respect any valid existing Navy rights² to the use of or access to the CCNM and surrounding coastal waters.
2. Provide the Navy with guidance regarding the role of a CCNM Steward (See Attachment A).
3. Keep the Navy informed and updated on matters related to the CCNM.
4. Honor Navy policies and procedures related to protecting the safety and security of San Clemente Island, San Nicolas Island, and Naval Base Point Loma, and the role they play in national defense.
5. Honor all agreements and policies of the Navy that are more protective of the CCNM than those of the BLM.

C. The Navy and the BLM Mutually Agree:

1. To seek opportunities to share information to enable BLM to carry out its protection,

² A "valid existing right" is defined as a legally binding property right of a person or entity at a particular point in time.

monitoring, research, and/or public education initiatives associated with the CCNM and unique coastal habitats and resource values to the extent Navy resources are available.

2. To work together to ensure consistency and coordination in the protection and management of the CCNM.

V. OTHER PROVISIONS

A. Limits of Authority and Funding

1. Nothing in this MOU shall be construed as limiting or affecting in any way the respective authorities or legal responsibilities of the Parties.
2. Nothing in this MOU binds the Parties to perform beyond their respective authority of each.
3. Nothing in this MOU requires any Party to assume or expend any sum in advance of appropriations available nor does this agreement obligate the Parties to spend funds on any particular project or purpose, even if funds are available.
4. The mission requirements, funding, personnel, and other priorities of either Party may affect the ability of either Party to fully implement all the items and opportunities identified in this MOU.
5. This MOU is neither a fiscal nor a funds obligation document. Specific activities that involve the transfer of money, services, or property between the Parties shall require execution of separate agreement or contract.
6. Nothing in this MOU restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
7. BLM retains the sole decision-making authority for public lands and resources it administers.
8. Activities conducted under this MOU will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (PL 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with the regulations of 7 CFR 15, Subparts A and B, which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.

- B. Amendment of Agreement.** Amendments or supplements to this MOU may be proposed by either Party and shall become effective upon written approval of both Parties.

C. Dispute Resolution. The Parties shall attempt to resolve controversies through alternative dispute resolution methods that are mutually acceptable to both Parties. Methods may include, but are not limited to, direct negotiation, facilitation or mediation, and non-binding arbitration.

D. Termination of Agreement. Either Party may terminate its participation in this MOU at any time through written notification to the other Party at least 90 days prior to termination.

E. Effective Date of Agreement. This MOU shall become effective upon signature by both Parties. This MOU may be executed in one or more counterparts, each of which will be considered an original document.

VI. APPROVALS

The Parties hereto have executed this agreement as of the last date shown below.

Rear Admiral Leendert R. Hering, Sr.
United States Navy
Commander, Navy Region Southwest

Date

Mike Pool
State Director
Bureau of Land Management

Date

2 ATTACHMENTS:

Attachment A – CCNM Stewardship Program Fact Sheet
Attachment B - Map of Navy's Stewardship Area of the CCNM

Attachment A

CALIFORNIA COASTAL NATIONAL MONUMENT STEWARDSHIP PROGRAM *Fact Sheet*

PURPOSE:

To establish a series of California Coastal National Monument (CCNM) “Stewards” to work with the U.S. Department of the Interior’s Bureau of Land Management (BLM), California Department of Fish and Game (CDFG), California Department of Parks and Recreation (CDPR), and other CCNM partners in the long-term protection and management of the CCNM and its various resources and resource values.

GOALS & OBJECTIVES:

- Increase protection and monitoring of the CCNM.
- Involve adjacent landowners and resource managers of properties with various coastal and marine protection programs, initiatives, or interests associated with specific portions of the CCNM in the long-term management of the CCNM.
- Increase the knowledge and understanding of the various resources and resource values of the CCNM.
- Enhance the cooperative and collaborative management of the fragile ecosystems of California’s coastline.

BACKGROUND & ORGANIZATION:

- The CCNM was established by Presidential Proclamation on January 11, 2000, and the BLM, under the Secretary of the Interior, was directed to provide long-term management of the monument.
- Through a memorandum of understanding (MOU) signed in the summer of 2000, CDFG and CDPR were brought in as managing partners to assist the BLM, who retains the ultimate legal responsibility for the CCNM, in “preserving the [CCNM’s] objects of historic and scientific interest, ...mapping and understanding resources within the Monument, [and]...working with the public to explain the values of the Monument.”
- In order to effectively deal with the wide array of partnership opportunities associated with the CCNM, three basic partnership categories have been developed:
 - Core-Managing Partner - Each of the three “core” agencies- -BLM, CDFG, and CDPR- - responsible for collaborating in the overall management of the entire CCNM.
 - Collaborative Partner - An organization, governmental or private, that is interested in collaborating with the core managing partners in any of a variety of programs, actions, and management elements associated with the long-term management of the CCNM.
 - Steward - A select entity with ownership and/or management responsibility for a portion of the coast that adjoins part of the CCNM and that is interested in serving as the local CCNM BLM point of contact for the adjacent portion of CCNM.

- Each Steward will work with the BLM and other CCNM partners as appropriate, in a cooperative and collaborative management effort to ensure the long-term protection of their specific portion of the CCNM, a portion that is offshore of the Steward's onshore property.

METHODS:

BLM will invite various governmental, tribal, or private organizations that own or administer coastal lands and manage programs that provide for the protection and long-term management of a specific portion of the California coast adjacent to parts of the CCNM to be a CCNM Steward for that specific portion of the CCNM.

- A stewardship agreement will be developed with each approved Steward. Each agreement will identify the assigned portion of the CCNM for which the Steward will share information with the BLM to assist the BLM in its long-term management responsibilities, and outline the expected role and responsibilities in working with the BLM and its various CCNM partners.
- The Steward will serve as the local CCNM representative for the assigned portion of the CCNM by:
 - Designating a contact person to serve as the CCNM liaison.
 - Providing a local contact point for items and actions related to the CCNM.
 - Alerting BLM to known and potential problems.
 - Identifying specific management needs, including protection, monitoring, and research.
 - Reporting to BLM on at least an annual basis on any activity or action related to the CCNM.
- BLM will provide each Steward with guidance and direction regarding the role of a CCNM Steward and keep each Steward updated on the evolving protection and management needs and requirements related to the CCNM.

INTENDED OUTCOMES & BENEFITS:

- Increased monitoring and protection of the CCNM.
- Greater involvement of partners in the long-term management of the CCNM.
- Increased awareness and knowledge of the specific resources and resource values of the CCNM.
- Regular reports on the condition of the CCNM resources and on the activities in and around the CCNM.
- Identification of actions needed to enhance the long-term management of the CCNM.
- More effective use of limited funding and capabilities.

A Partnership in Protecting Unique California Coastal Resources