

**CITY OF DANA POINT
AGENDA REPORT**

Reviewed By:	
DH	___
CM	__X__
CA	__X__

DATE: MAY 14, 2003**TO: THE HONORABLE MAYOR AND CITY COUNCIL****FROM: DOUGLAS C. CHOTKEVYS, CITY MANAGER****SUBJECT: CENTRAL/COASTAL ORANGE COUNTY NATIVE COMMUNITY
CONSERVATION PLAN (NCCP)**

RECOMMENDED ACTION:

That the City Council authorize staff to prepare an analysis of any changes in city policies that would have to be implemented if the City joined the NCCP, and then return with a subsequent recommendation based upon that review of the material.

BACKGROUND:

The NCCP is a multi-jurisdiction effort to preserve communities of plants and animals in a coordinated process that would result in survival of sensitive, threatened, and endangered species. The basic concept is to provide a larger framework for federal, state, and local agencies to plan for and implement a conservation process that can benefit species, while at the same time permit and even encourage development in appropriate areas. The cornerstone of the NCCP is the creation of the Nature Reserve of Orange County, which will contain much of the lands deemed necessary for the Central/Coastal Orange County Native Community Conservation Plan. The goal of the plan is to insure the communities of plants and animals will have suitable habitat for their existence.

The legal mechanism used to enforce the NCCP is through a companion document known as the Implementation Agreement. The original signatories to the NCCP Implementation Agreement were the California Resources Agency, the California Department of Fish and Game, the California Department of Forestry and Fire Protection, the California Department of Parks and Recreation, the United States Fish and Wildlife Service, the County of Orange, the San Joaquin Hills Transportation Corridor Authority, the Foothill/Eastern Transportation Corridor Authority, the Orange County Fire Authority, the Orange County Flood Control District, the Regents of the University of California, Santiago Water District, the Irvine Ranch Water District, the Metropolitan Water District of Southern California, Southern California Edison, M.S. Sherman Company, Chandis Securities Company, Sherman Foundation, and The Irvine Company. In addition, the NCCP indicates cities in Orange County may sign and become a party.

DISCUSSION:

The City of Dana Point is one of the 13 cities where reserve lands may be located. The property is designated within the Headlands property. However, it should be noted that the owners of the property have already agreed to the NCCP, as they were original parties to the NCCP Implementation Agreement. The City of Dana Point is clearly one of the cities the NCCP Agreement contemplated could join.

If the City were to join the NCCP, it would be agreeing to the following:

The Central/Coastal Sub-region includes 13 cities that will be affected by the NCCP/HCP. Each city which signs this Agreement will be responsible for conducting some or all of the following actions, depending on whether portions of their jurisdictions are included within the Reserve System or Identified Species will occur within their jurisdiction or both. Signatory Cities will be expected to address the following responsibilities with regard to actions of the signatory cities and landowners subject to the jurisdiction of such cities:

1. Consideration of amendments to the general plan, zoning, or other implementing ordinances to comply with state planning and zoning requirements;
2. Adopting fuel modification ordinances/standards consistent with the NCCP/HCP fuel modification policies that will be applicable to areas bordering the Reserve System, and within Special Linkage Areas and Existing Use Areas;
3. In cooperation with the individual reserve owner/manager, reviewing project proposals within the Reserve System on lands managed by the particular Local Government to assure consistency with the NCCP/HCP;
4. Assuring the Non-Participating Landowners provide evidence of payment of the Mitigation Fee to the NCCP Non-Profit Corporation where the landowner elects to use the Mitigation Fee option for Take of Listed Coastal Sage Scrub (CSS) Species;
5. Recording/compiling Identified Species, CSS and Covered Habitats impacts within its jurisdiction annually and reporting losses/mitigation to the County EMA to enable the County, as the lead agency, to compile sub-regional data for transmittal to CDFG and USFWS;
6. Ensuring that NCCP construction-related minimization measures set forth in the NCCP/HCP EIR/EIS are enforced;
7. Making best efforts to acquire conservation easements over privately owned Existing Use Areas owned by Non-Participating Landowners;
8. For those Local Governments owning land within the Reserve System, formally committing such lands to the Reserve System, and managing such lands in accordance with the NCCP/HCP and this Agreement;

9. Accepting and using the NCCP/HCP EIR/EIS as the CEQA program EIR, defining the mitigation program and covering all Take Allowed for CSS, Identified Species and Covered Habitat Impacts of Planned Activities;
10. Recognizing the mitigating values of preservation of non-CSS resources in the Reserve System in acting on specific Planned Activities; and
11. Committing to the CSS, Identified Species and Covered Habitat mitigation assurances.

PROCESS:

As an initial point, staff should be directed to prepare an analysis of any changes in city policies that would have to be implemented if the City joined the NCCP. Specifically, both the NCCP and the Implementation Agreement should be reviewed, and the results of that review considered by the City Attorney before final action. It should be mentioned that the author of the NCCP Agreement believes the commitments of the cities was intended to be minimal, however, staff should be asked to verify that before any City Council action.

The decision to join the NCCP is probably subject to CEQA review, at least through an Initial Study, and that will provide a framework for review of changes to General Plan, Zoning, and other City policies.

Finally, if after completion of the CEQA process, the City Council determines to join the NCCP, the City Attorney will coordinate obtaining appropriate signature pages for NCCP Agreement. Upon signing the appropriate number of copies, the City will be deemed a participating Local Government. From that point forward, projects within the City that impact the species and habitat set forth in the NCCP will be able to mitigate through a mitigation fee program, subject to the terms of the NCCP Agreement.

FISCAL IMPACT:

There is no fiscal impact with the recommended action at this time. Staff will work with the City Attorney to identify those changes that need to be made and will return with the appropriate recommendation, should additional consulting resources be required to complete the process.

ALTERNATIVE ACTIONS:

1. Defer action at this time.