

MINUTE ITEM

This Calendar Item No. C31 was approved as Minute Item No. 31 by the California State Lands Commission by a vote of 3 to 0 at its 08/21/96 meeting.

**CALENDAR ITEM
C31**

A 1
S 2

08/21/96
W 25294
J. Ludlow

**AUTHORIZATION FOR THE
EXECUTIVE OFFICER TO ENTER INTO AND APPROVE
THE LAKE EARL INTERAGENCY COOPERATIVE AGREEMENT
IN COOPERATION WITH STATE, FEDERAL AND LOCAL AGENCIES
HAVING JURISDICTION AT LAKES EARL AND TALAWA, DEL NORTE COUNTY**

BACKGROUND:

Private lands surrounding the coastal lagoon system including Lakes Earl and Talawa were acquired by the State of California in 1975 through the Keene-Nejedly Act. The purchase included a 10,000 acre swath running from Point St. George northward to the Smith River and the property was divided evenly between the Department of Fish and Game (DFG) and the Department of Parks and Recreation (DPR). DFG was given jurisdiction over the two lagoons and the surrounding properties up to the 10-foot contour line. The parkland consisted of the outlying peripheral lands not under private ownership.

In 1960, litigation was filed against the State of California by certain plaintiffs seeking to quiet title to the beds of Lakes Earl and Talawa. Although that litigation was not pursued by the original parties, Loren C. Bliss, et al., by substitution, became plaintiffs.

After a considerable period of time, Bliss entered into settlement negotiations with the State. Those negotiations resulted in a compromise agreement in 1979, by which Bliss agreed to donate all of his record interest in the beds of Lakes Earl and Talawa to the State to be held as sovereign lands. The Compromise was accomplished by a Settlement Agreement between Bliss and the State Lands Commission and a Donation Agreement between Bliss and the California Parks Foundation (Foundation). The Donation Agreement accomplished the donation of the lakes to the State by the concurrent execution of quitclaims of the lakes from Bliss to the Foundation and from the Foundation to the State.

The Department of Fish and Game has the primary resource management responsibility within the Lake Earl State Wildlife area. Seasonal fluctuations in the water level of Lake Earl and Lake Talawa have generated conflicts with surrounding rural uses and rural development. Historically, the Lake level has been artificially controlled by breaching an unvegetated sand dune at the mouth of Lake Talawa and the Pacific Ocean. The breaching usually occurs during the months of September 1st through February 15th of

CALENDAR ITEM NO. C31 (CONT'D)

each year. Typically, the sand is carried to the ocean within a few hours of the breaching by the outflowing water. The breaching is necessary once the lakes have reached water levels which present a health hazard to the community by possibly contaminating ground water wells.

PRESENT SITUATION:

In 1993, the Lake Earl Working Group first met to discuss the preparation of an interagency agreement for the protection, restoration and enhancement of the Lake Earl and Talawa watershed near Crescent City, Del Norte County. The group, consisting of State, federal and local agencies, has met periodically with the intent to produce the Lake Earl Interagency Cooperative Agreement (Agreement) as shown on the attached Exhibit "A".

Under the Agreement, the parties agree to promote active coordination with each other regarding the enhancement and protection of Lakes Earl and Talawa, collectively referred to as Lake Earl, through coordinating resources, including potential funding to achieve maximum environmental and program benefits in accordance with the Agreement and the preparation of a feasibility study and any environmental documents required under CEQA or NEPA in the preparation of the study, for the purpose of determining whether, or under what conditions, breaching of the sand barrier between Lake Earl and the Pacific Ocean is in the public interest. Commission staff has reviewed and approved the content of the Agreement.

On August 8, 1980, the Commission authorized the issuance of a 49-year lease, beginning September 1, 1980, to the DFG for the preservation and management of the sovereign lands within the beds of Lake Earl and Talawa. On November 15, 1994, the Commission authorized DFG to annually breach the sandbar, on an interim basis, pending the completion of a feasibility study and any required environmental documents required under the California Environmental Quality (CEQA) and/or the National Environmental Policy Act (NEPA) which will be prepared by the Lake Earl Interagency working Group or their consulting contractor.

Agencies which have already become signatories to the Agreement are (1) the United States Army Corps of Engineers, (2) National Marine Fisheries Service, (3) California Department of Fish and Game, (4) California Department of Water Resources and (5) the California State Coastal Conservancy.

EXHIBITS:

- A. Site Map

CALENDAR PAGE	188
MINUTE PAGE	001534

CALENDAR ITEM NO. C31 (CONT'D)

B. Lake Earl Interagency Cooperative Agreement

AB 884:

N/A

OTHER PERTINENT INFORMATION:

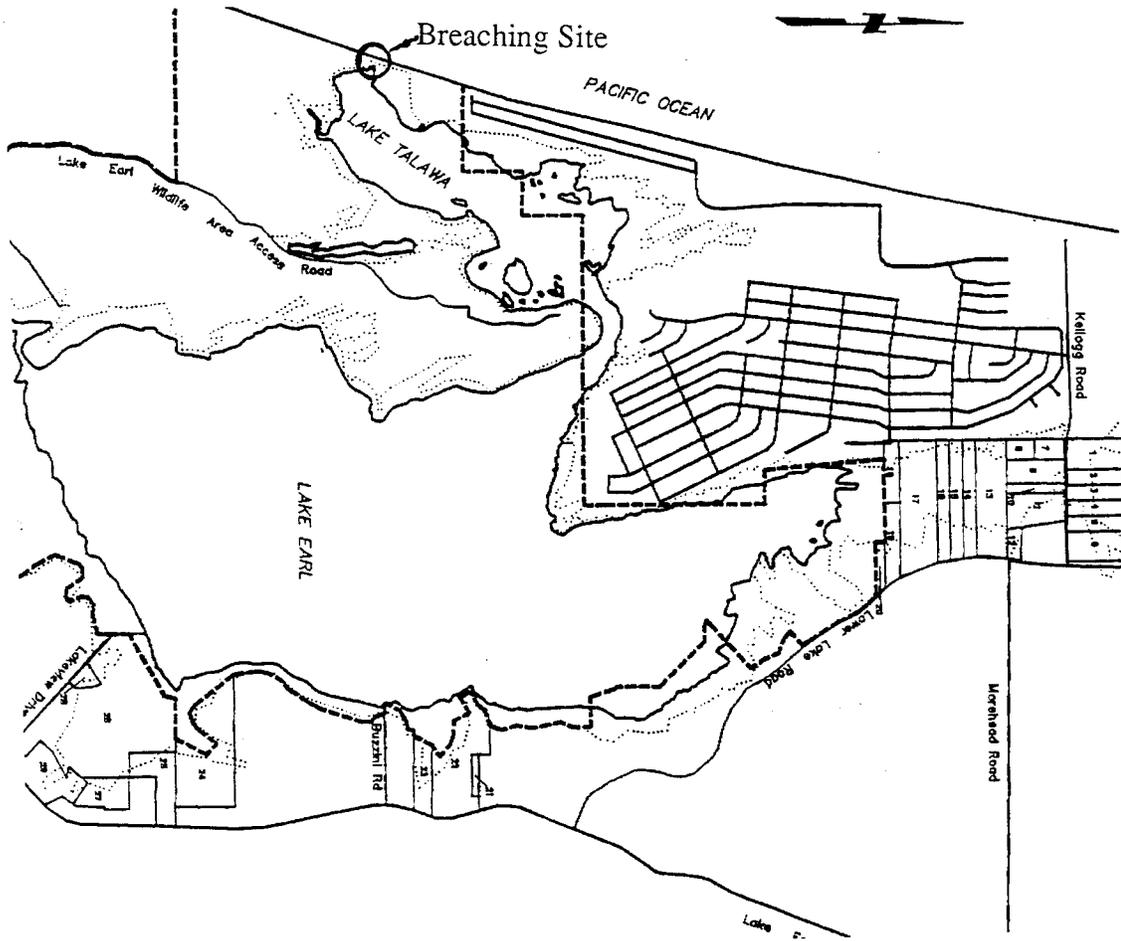
1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15061), the Staff has determined that this activity is exempt from the requirements of the CEQA because the activity is not a "project" as defined by the CEQA and the State CEQA Guidelines.

Authority: Public Resources Code Section 21065 and 14 Cal. Code Regs. 15378.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. CODE REGS. 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY PUBLIC RESOURCES CODE SECTION 21065 AND 14 CAL. CODE REGS. 15378.
2. AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE AND ENTER INTO THE LAKE EARL INTERAGENCY COOPERATIVE AGREEMENT AS CONTAINED IN EXHIBIT "B" HERETO FOR THE PURPOSE OF DETERMINING WHETHER, OR UNDER WHAT CONDITIONS, BREACHING OF THE SAND BARRIER BETWEEN LAKE EARL AND THE PACIFIC OCEAN IS IN THE PUBLIC INTEREST AND FOR THE PRESERVATION AND PROTECTION OF THE COASTAL LAGOON SYSTEM, INCLUDING LAKE EARL AND LAKE TALAWA, LOCATED NEAR CRESCENT CITY, DEL NORTE COUNTY

NO SCALE



LOCATION MAP

NO SCALE

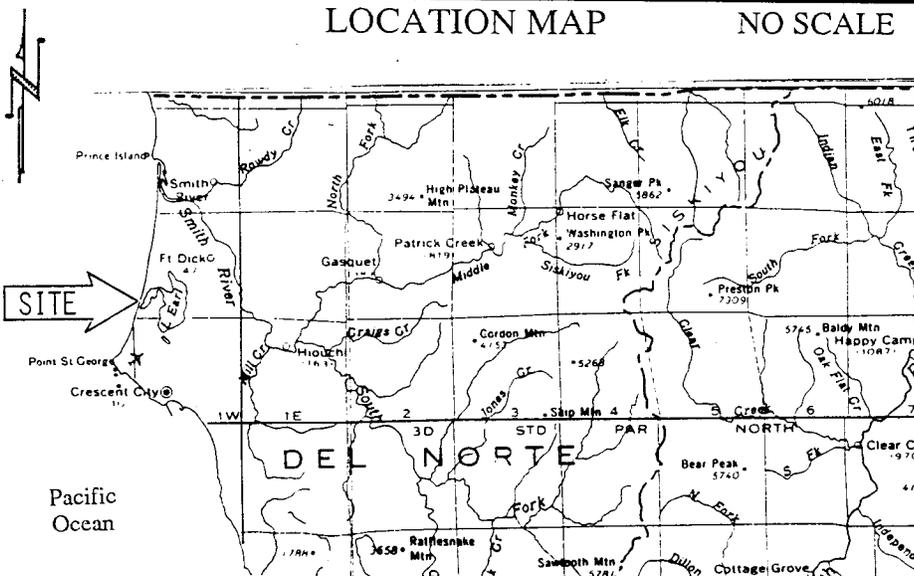


EXHIBIT "A"

W 25294

Lakes Earl & Talawa

DEL NORTE COUNTY

SITE



This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

CALENDAR PAGE

190

MINUTE PAGE

001536

EXHIBIT B

W 25294

EXHIBIT "B"

LAKE EARL INTERAGENCY COOPERATIVE AGREEMENT

This agreement is entered into among the California State Coastal Conservancy; the California Department of Fish and Game; the California Department of Water Resources; the California State Lands Commission; the California Office of Emergency Services; the United States Environmental Protection Agency, Region IX; the United States Fish and Wildlife Service; the United States Army Corps of Engineers; the National Marine Fisheries Service and the County of Del Norte (collectively, "the parties").

Pertinent Facts

- A. The purpose of this agreement is to preserve and protect the coastal lagoon system including Lake Earl and Lake Talawa, known collectively as Lake Earl, located in the County of Del Norte, California (see Exhibit A, which is incorporated by reference and attached).
- B. Notwithstanding existing structures within the flood plain of Lake Earl, the coastal lagoon system represents the largest undeveloped assemblage of historic wetlands in Del Norte County.
- C. Lake Earl and its associated watershed provide exceptional habitat for fish and wildlife including several threatened or endangered species.
- D. Lake Earl improves ground water quality within the watershed, helps control and ameliorate local flooding, offers open space and provides recreational and educational opportunities.
- E. Federal and State resource agencies have general policies, regulations and laws directing the conservation, protection and enhancement of fish and wildlife as well as their habitats.
- F. The California Department of Fish and Game has the primary resource management responsibilities within the Lake Earl State Wildlife Area.
- G. Seasonal fluctuations in the water level of Lake Earl and Lake Talawa have generated conflicts with surrounding rural uses and rural development. The historical artificial breaching of the barrier dune can result in dramatic changes in the lake's level.
- H. Comprehensive planning which recognizes the values of environmental protection and other existing land uses can improve the circumstances under which these uses coexist by fostering an ethic of stewardship.
- I. Coordination of Federal, State and county wetland and watershed protection efforts is likely to improve their efficiency and efficacy.
- J. There is currently an opportunity for additional resource protection, restoration, and enhancement of the Lake Earl area and associated wetlands.
- K. Protection of Lake Earl and its associated watershed will enhance the functions and values of waters of the State and the diversity of resources they support.

CALENDAR PAGE 191

MINUTE PAGE 001537

LAKE EARL INTERAGENCY COOPERATIVE AGREEMENT

- L. Protection, restoration and enhancement of the Lake Earl watershed and associated resources are consistent with the goals of the parties.
- M. It is in the interest of, and consistent with, the mission of each of the parties to work cooperatively to improve opportunities to protect, restore and enhance the Lake Earl coastal lagoon ecosystem.

The parties agree as follows, in light of the pertinent facts above:

1. The parties shall promote active coordination with each other regarding enhancement and protection of Lake Earl through:
 - a. Participating in the Lake Earl Working Group (Working Group) which was initially convened to prepare this agreement. The Working Group shall work to implement the provisions of this document and shall meet periodically to ensure continued coordination.
 - b. Preparation of a feasibility study and any environmental documents required under the California Environmental Quality Act and/or the National Environmental Policy Act in the preparation of the study for the purpose of determining whether, or under what conditions, breaching of the sand barrier between Lake Earl and the Pacific Ocean is in the public interest.
 - c. Actively sharing data relating to the Lake Earl area and coordinating research efforts, to the extent practical, to avoid duplication.
 - d. Completing a comprehensive resource assessment which identifies data gaps and cooperative methods for data collection.
 - e. Coordinating resources including potential funding to achieve maximum environmental and programmatic benefits in accordance with this agreement.
2. The parties shall protect the Lake Earl coastal lagoon system and associated wetlands through:
 - a. Working cooperatively with each other to identify and prioritize opportunities to protect, enhance and restore wetlands and other important habitats in the Lake Earl area within the framework of this agreement.
 - b. Working with the California Department of Fish and Game to prepare a plan to evaluate and monitor the health of the Lake Earl coastal lagoon system and use of the watershed by associated fish and wildlife.

LAKE EARL INTERAGENCY COOPERATIVE AGREEMENT

- c. Working cooperatively to implement aspects of the plan including, but not limited to, reconnaissance, geographic information system categorizations, protection, restoration, enhancement, education and monitoring.
 - d. Coordinating planning efforts within the Lake Earl coastal lagoon system area through interagency involvement.
 - e. Seeking to expedite fulfillment of the objectives outlined in this agreement through coordination with regulatory agencies within the framework of their regulatory authorities.
 - f. Working cooperatively to increase awareness and understanding of Federal and State agency goals, regulations and strategies.
3. Nothing in this agreement alters the existing authority or responsibilities of any signatory agency. Nothing in this agreement requires or forbids any party to expend funds in connection with the agreement.
 4. Activities conducted under this agreement shall comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statutes. (These statutes provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, or handicap, be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving State or Federal assistance.)
 5. This agreement shall take effect when signed by all parties, on the date executed by the last to sign. The agreement may be executed in counterparts; a copy with all original executed signature pages affixed shall constitute an original agreement.
 6. This agreement shall terminate five years from the date of execution, unless extended in writing by the parties. Any party may terminate its participation in this agreement by written notification to the other parties.
 7. Without the written consent of the other parties, this agreement is not assignable.

**LAKE EARL
INTERAGENCY COOPERATIVE AGREEMENT**

CALIFORNIA STATE COASTAL CONSERVANCY

Michael L. Fischer
Executive Officer

Date

CALIFORNIA DEPARTMENT OF FISH & GAME

Richard L. Elliott
Regional Manager

Date

CALIFORNIA DEPARTMENT OF WATER RESOURCES

William J. Bennett
Chief, Northern District

Date

CALIFORNIA STATE LANDS COMMISSION

Robert C. Hight
Executive Officer

Date

CALIFORNIA OFFICE OF EMERGENCY SERVICES

Date

US ENVIRONMENTAL PROTECTION AGENCY

Alexis Strauss
Director, Water Management Division

Date

**LAKE EARL
INTERAGENCY COOPERATIVE AGREEMENT**

US FISH and WILDLIFE SERVICE

Wayne S. White
State Supervisor

Date

US ARMY CORPS OF ENGINEERS

Lt. Colonel Michael Walsh
District Engineer

Date

NATIONAL MARINE FISHERIES SERVICE

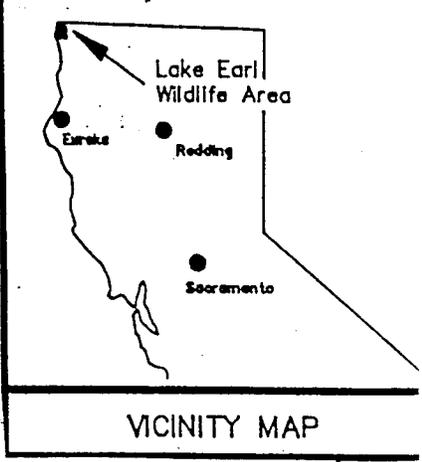
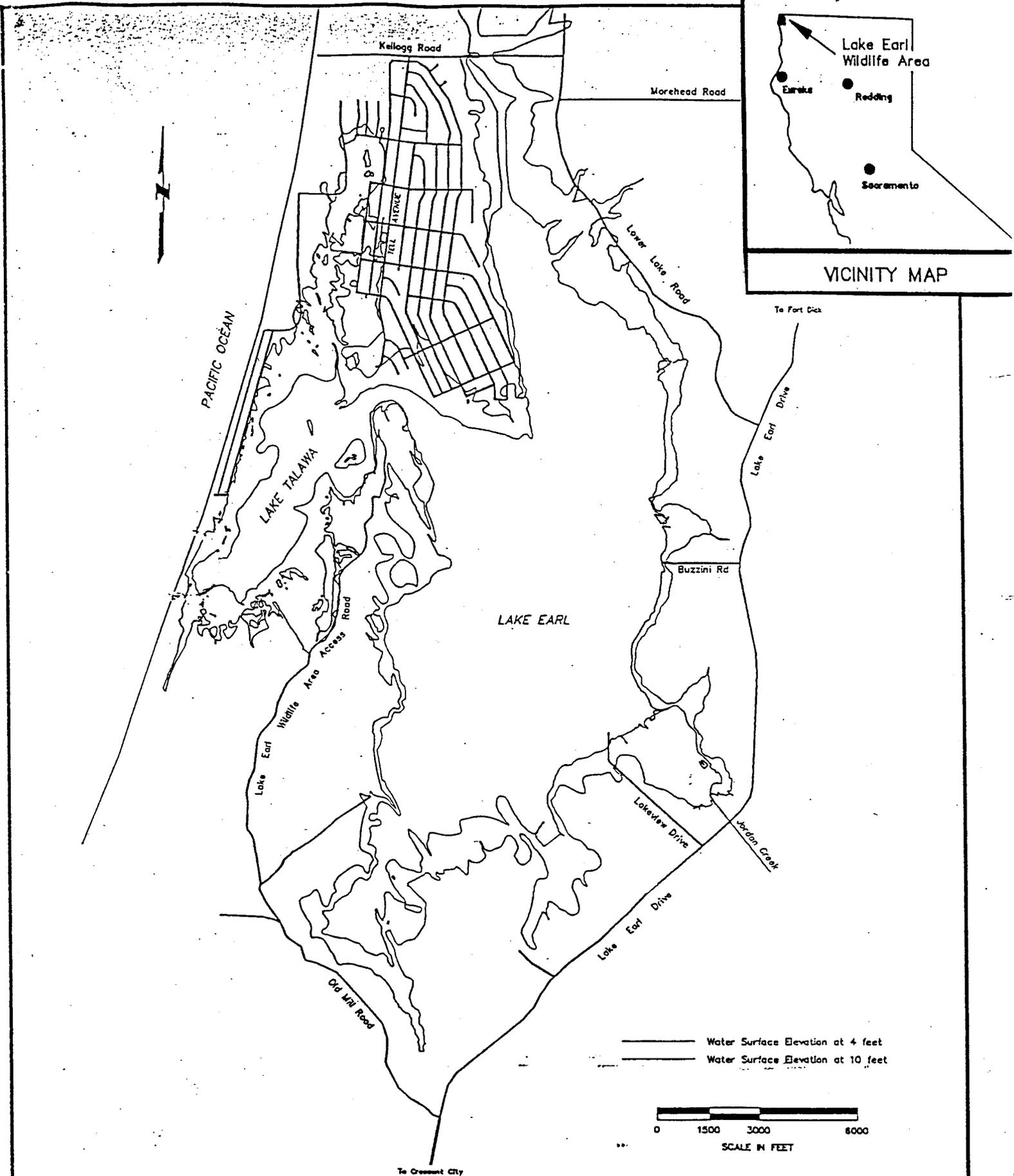
Hilda Diaz-Soltero
Regional Director

Date

COUNTY OF DEL NORTE

Mark Mellett, Chairman
Del Norte County Board of Supervisors

Date



LAKE EARL AREA

CALENDAR PAGE 196

LOCATION MAP

DEL. MINUTE PAGE 001542
NORTH COUNTY