

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CALIFORNIA NATIVE PLANT SOCIETY
AND
THE CALIFORNIA DEPARTMENT OF FISH AND GAME**

This Memorandum of Understanding (MOU) is made and entered into on October 17, 2000 by and between the California Department of Fish and Game (Department) and the California Native Plant Society (CNPS).

Whereas, CNPS is an essential source of rare plant information, natural community information, and conservation priorities, and is an important advocate of natural habitat, rare plant, and floristic protection, and

Whereas, the Department is charged with the inventory and protection of all of California's biotic diversity, and its California Natural Diversity Database (CNDDDB) botany staff has built upon a core set of data donated by CNPS in 1980 and

Whereas, both organizations benefit from cooperative ventures that minimize duplication of effort and resources and maximize collaborative conservation opportunities, we agree to the following:

1. CNPS and CNDDDB shall share all data (as mutually agreeable) in either's possession relating to the inventory and protection of California's flora, including:
 - (a) CNPS manual rare plant files and CNDDDB manual files for special plants and natural communities, currently housed at the Department's Wildlife and Habitat Data Analysis Branch (WHDAB).
 - (b) CNPS herbarium labels and species location data cards.
 - (c) CNDDDB *RareFind* and CNPS *Electronic Inventory* database applications and underlying databases.
 - (d) New rare species or natural community data gathered by either party from herbaria, libraries, personal communications, and other sources.
 - (e) Photographic or digital images of rare plants and their habitats, and illustrations of same (provided copyright provisions can be made satisfied).

MOU, California Native Plant Society
October 17, 2000

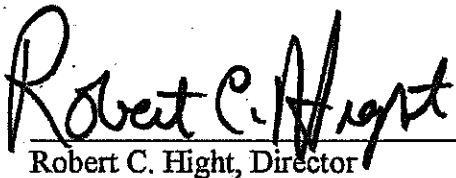
2. CNPS shall provide the Department with:
 - (a) Current copies of the *Electronic Inventory*, one copy each for use by the CNDDDB botany staff, the species conservation and recovery program, CNDDDB Natural Communities staff, and one copy for each regional plant ecologist or botanist, and the same number of free copies of each new edition of CNPS's *Inventory of Rare and Endangered Plants of California (Inventory)*.
 - (b) Rare plant data provided by CNPS chapters and their members.
 - (c) Botany staff at WHDAB's Sacramento office to cooperate and coordinate with Department staff on inventory and protection of flora, conduct rare plant and natural community research, and edit and develop CNPS and joint CNPS/Department publications. These staff shall be supervised and directed by CNPS.
 - (d) Training and technical assistance as the Department requires, provided in a timely fashion.
 - (e) Data sharing, as mutually agreed upon, from CNPS's *Inventory Database* in support of Department conservation activities.
3. The Department shall provide CNPS with:
 - (a) Office space, comparable to that of Department staff at WHDAB, to house a botanist and program assistant. If CNPS and the Department agree that additional CNPS staff should serve the purpose of this MOU through being housed by the Department, then this provision applies to these new personnel also.
 - (b) Phone and phone lines, fax and fax lines, regular mail, express mail service, printer access, and internet access to support CNPS data gathering efforts.
 - (c) In-house training and technical assistance as CNPS requires, up to one (1) week per year per CNPS employee housed by the Department, provided in a timely fashion. This includes Geographical

Information Systems training and assistance, and assistance with the internet and WHDAB network.

4. CNPS shall be considered a CNDDDB subscriber and shall have access to CNDDDB products via CNPS's botany staff. Products will be ordered through the WHDAB Information Services Unit, and approved by the CNPS Botanist. CNDDDB shall annually provide to CNPS's in-house botany staff and to chapters:
 - (a) A current version of *RareFind* for CNPS botany staff and any CNPS chapter that desires it. Alternatively, chapters may elect to receive paper reports covering the rare plants, animals, and natural communities of a chapter area.
 - (b) Map products, as reasonable, to support statewide and chapter-level conservation efforts. These may include 1:24,000, 1:100,000 or 1:250,000 scale map overlays, and custom GIS maps as requested.
5. CNPS and the Department agree to cooperate to further the cause of native plant and natural communities protection through collaborative field inventories, local and regional protection and management efforts, including species and ecosystem based planning, rare species and habitat protection and restoration.
6. CNPS and the Department agree to investigate additional cooperative efforts to further conservation goals, including the development of joint publications and computer applications.
7. CNPS and the Department agree to give mutual credit for significant assistance and information in the form of letters, memoranda, and acknowledgments in major publications.

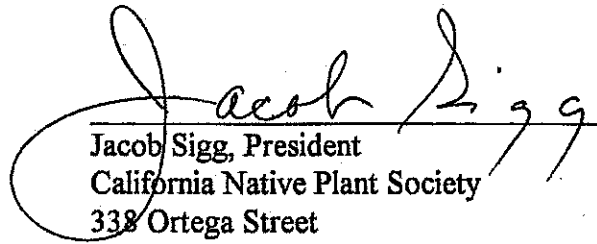
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This Memorandum of Understanding shall take effect upon the date of signing by both parties and shall continue in effect thereafter, provided that either party may give notice to the other of not less than sixty (60) days of its intent to terminate or renegotiate this agreement. If such notice is given, this agreement shall terminate at the end of the sixty (60) day period, unless it is extended or continued by mutual agreement, or it is superseded by a new agreement mutually satisfactory to both parties.



Robert C. Hight, Director
California Department of Fish and Game
1416 Ninth Street
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Date: 11-3-00



Jacob Sigg, President
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Date: 5 Nov 2000