

DEPARTMENT OF FISH AND GAME

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(916) 653-6194



May 15, 1992

Mr. John L. Sansing, Superintendent
Point Reyes National Seashore
Point Reyes, California 94956

Dear Mr. Sansing:

Thank you for following up on the meeting we had with you, Johnson Oyster Company (JOC), and National Marine Fisheries Service (NMFS). I am pleased to hear that operations appear to be occurring without incident. I am optimistic that the agreement reached at our meeting will provide the protection necessary for continued well-being of the harbor seals in Drakes Estero and, at the same time, provide guidelines for JOC that will allow them to continue their operations without undue hardship.

I have reviewed your synopsis of the issues and discussed it with Frank Henry and Tom Moore of our Department. During discussion at the meeting, Frank Henry took notes on the boating practices and mariculture procedures to be included in the agreement. As you may recall, at meeting's end, Frank read the proposed guidelines from his notes to those present and, after some discussion, all agreed to the language and content. His notes and the recollections of the three Department staff agree, in general, with your synopsis.

One significant difference we noted, was regarding operations in the western channel. Our notes do not reflect any agreement by JOC to not use that channel, even during the pupping season. The three of us all recollect that operation in this western channel was required for the minimal servicing of oyster beds 1, 2, and 3. We remember agreement from JOC not to use the lateral channel but to use the western channel, and then to travel by foot, if necessary to reach the beds. Our recollection is that this was acceptable to you, since operation in the western channel is a good distance from potential haul out areas at the east ends of the islands.

Another difference in our notes and recollections regards the timing of planting on these beds. You are correct that those present at the meeting, including JOC, agreed that, if possible, planting should be put off until after June 1. However, your language that seeding "may begin on June 1. Earlier commencement dates may be permitted ...", we think, overstates the authority of the agreement.

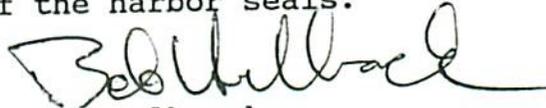
Our recollections are that JOC agreed to plan on, and make every effort to, beginning seeding after June 1. JOC noted, however, that they do not have absolute control over seed

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availability, and no control over weather and tides. The spirit of the agreement, we recall, was that JOC would plan on seeding after June 1, and would work with Gary Fellers to minimize the impacts of any earlier seeding. We do not believe there is existing authority to "permit" or to deny a "permit" for earlier seeding.

Also, in the spirit of positive agreement, and without changing any substance, we would strike "and restrictions" from the first sentence of the introductory paragraph. I have attached a copy of the complete Record of Agreement, with the three amendments. If these amendments are not acceptable to you, please let me know so that we may come to full agreement.

Thank you again John, for the cooperation and efforts of you and your staff on this issue. I believe they have made possible this resolution in the interest of the harbor seals.


Bob Hulbrock
Aquaculture Coordinator

cc: Johnson Oyster Co.

Tom Johnson
Bob Studdert
Manuel Solorzano

Point Reyes National Seashore

Russ Case
Gary Fellers
LeeRoy Brock

Department of Fish and Game

Frank Henry
Tom Moore ✓

National Marine Fisheries Service

Diane Windham
Charles Clark

Department of Health Services

Gregg Langlois

May 15, 1992

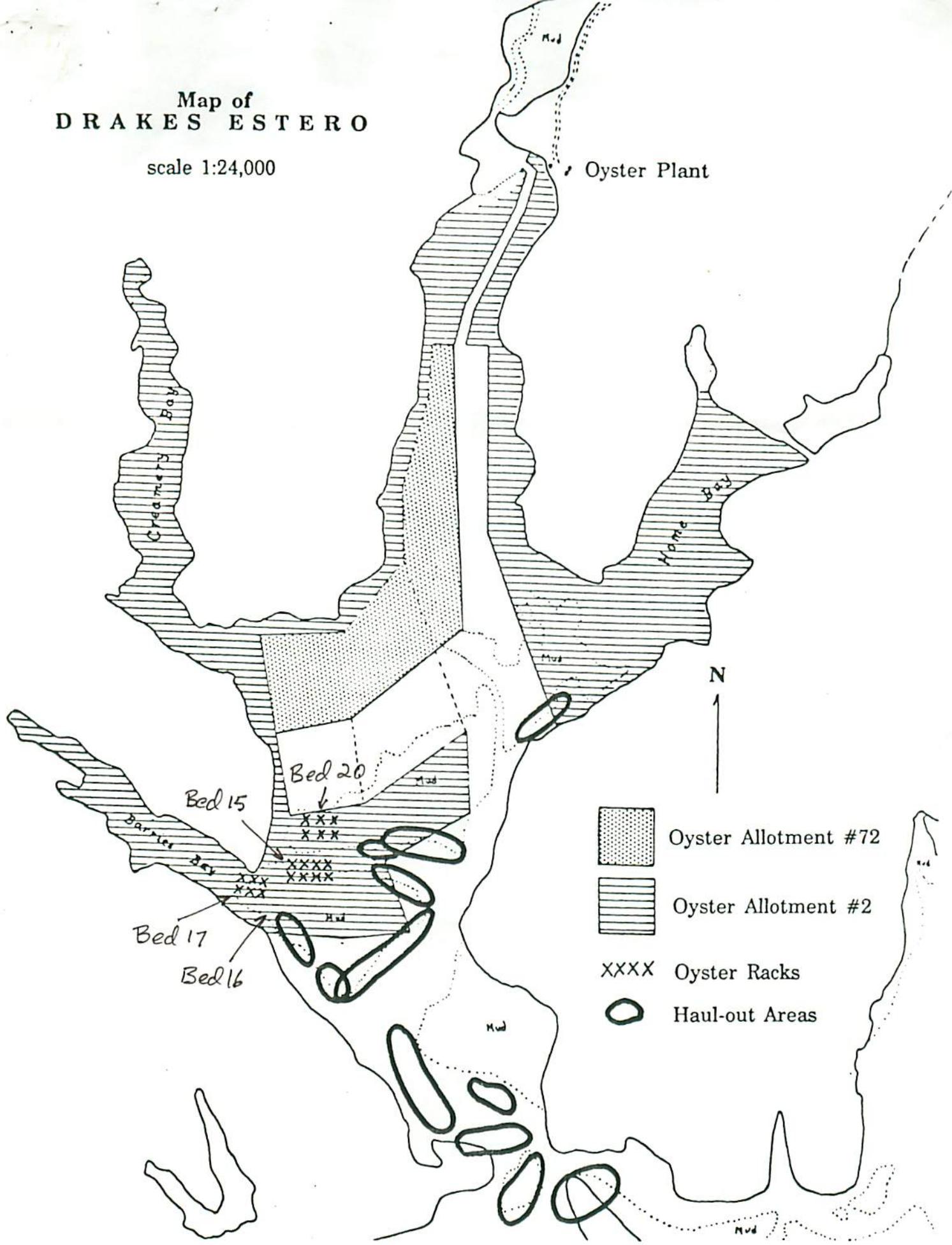
Record of Agreement
Regarding
Drake's Estero Oyster Farming
and
Harbor Seal Protection

As a result of a meeting held January 15, 1992, between the National Park Service (NPS), National Marine Fisheries Service (NMFS, the California Department of Fish and Game (DFG) and Johnson's Oyster Company (JOC), a series of operating procedures was agreed upon to minimize the disturbance to harbor seals resulting from JOC oystering operations. The following items were mutually agreed to by all parties:

- During the pupping season, March 15 through June 30, the main channel (Figure 1) of Drake's Estero will be closed to boat traffic.
- The "lateral channel" between beds #2 and #3 and bed #1 (figure 1) are closed to boat traffic from March 15 through June 1.
- Oyster seeding operations in beds #1, #2, and #3, located between Creamery Bay and Barries Bay, be deferred until June 1, if possible. Earlier commencement dates, if any, should be coordinated between JOC and NPS.
- The "lateral channel" should be used as little as possible between June 1 and June 30. Oyster beds #2 and #3 should be approached from the north at low speed, and the beds themselves planted from north to south so that disturbance near the "lateral channel" will occur toward the end of the pupping season.

Map of DRAKES ESTERO

scale 1:24,000



Oyster Plant

Creamery Bay

Barley Bay

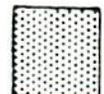
Bed 15

Bed 20

Bed 17

Bed 16

N



Oyster Allotment #72



Oyster Allotment #2

XXXX

Oyster Racks



Haul-out Areas