

**DRAFT**

**Memorandum of Understanding**

**Regarding the Conservation and Management  
of the San Felipe Creek, Fish Creek, and Carrizo Creek Watersheds,  
San Diego & Imperial Counties, California**

**Between:**

**Bureau of Land Management, California State Office**

**California Department of Fish and Game**

**California Department of Parks and Recreation**

**University of California at Davis, Wildlife Health Center**

**U.S. Fish and Wildlife Service, California—Nevada Field Office**

**and**

**U.S. Geological Survey Western Ecological Research Center**

**November 2003**

**I. Introduction**

The San Felipe Creek, Fish Creek, and Carrizo Creek watersheds, along with their tributaries cover nearly 734,000 acres of southern California's western Colorado Desert. These watersheds, together with their associated marshes (Sentenac Cienega, Carrizo Marsh and San Sebastian Marsh), have long served as a primary stopover for migrating bird life in the arid Colorado Desert. These creeks and marshes provide lush riparian islands for wildlife and the overall watershed is home to twelve state- or federally-listed rare, threatened or endangered species and at least seventy-two species of special concern (see Appendices 1 and 2). Ecological restoration of natural conditions along this important riparian corridor, along with protection of rare, threatened, endangered or special status species, are prime concerns of the state and federal land management agencies in this region.

Currently, salt cedar (*Tamarix* sp.), an invasive exotic plant species that robs riparian systems of vast quantities of water, infests much of the above defined riparian system within the western Colorado Desert, including all three marshes. Salt cedar effectively out-competes native flora, provides little wildlife forage, uses massive amounts of water, and is often so dense that many animals cannot reach what remains of the dwindling water sources. The removal of salt cedar results in a tremendous increase in biological diversity due to the reestablishment of native plants and animal species. Likewise, other invasive exotic species are found within the watershed and have detrimental effects on the native plant and animal species of the regions. These include, but are not limited to: brown-headed cowbird, European starling, mosquitofish, crayfish, bullfrogs, Saharan mustard, puncture vine, and silverleaf horse-nettle.

A coordinated, interagency approach to the management and conservation of biological diversity within the San Felipe Creek/Fish Creek/Carrizo Creek watershed would likely increase the effectiveness of such efforts there. A cooperative program among the public land management agencies involved should result in: (1) improved efforts to control invasive exotic species; (2) increased monitoring and protection of rare, threatened and endangered species; (3) habitat protection through land acquisition; (4) heightened public awareness and support for these efforts; and (5) increased opportunities for additional grants or matching funds. Sharing of resources and geographical focusing of efforts should also increase the effectiveness of restoration and monitoring efforts.

## II. Purpose

This Memorandum of Understanding expresses an agreement between: the U.S. Department of the Interior, Bureau of Land Management, California State Office, hereafter referred to as the **BLM**; the California Department of Parks and Recreation, hereafter referred to as **DPR**; the California Department of Fish and Game, hereafter referred to as **CDFG**; the University of California at Davis – Wildlife Health Center, hereafter referred to as **UCDWHC**; the U.S. Department of the Interior, Fish and Wildlife Service, California Field Office, hereafter referred to as **USFWS**; and the U.S. Department of the Interior, U.S. Geological Service, hereafter referred to as **USGS**. [Should State Lands Commission, U.S. Forest Service – Cleveland National Forest, California Water Quality

Control Board, Salton Sea Authority and San Diego County Parks be approached about participation??] The purpose of the agreement is to coordinate and cooperate in the conservation of biodiversity within, and the restoration of habitat within, the greater San Felipe Creek, Fish Creek and Carrizo Creek watersheds, located in San Diego and Imperial Counties, California.

### III. Authority

The authority for agencies and organizations to participate in this effort is defined by existing federal or state statutes, departmental directives, commission policies, or other delegations of authority or responsibility. These include, but are not limited to, the following:

Federal Noxious Weed Act of 1974, as amended (7 U.S.C. 2801 et seq.)

Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.)

Executive Order 13112 (Invasive Species) February 3, 1999

(Are there Executive Orders on “Wetlands” that would apply, as well??)

Wildlife Habitat Incentive Program, Federal Improvement and Reform Act of 1996, PL 104-127; Food Security Act of 1985, as amended, 16 USC 3830 et seq. Activities under this agreement will improve wildlife habitat through the removal of invasive plant species allowing native vegetation to reestablish.

Economy Act (31 U. S. C. 1535) Agency Agreements

Sikes Act (16 USC 670a-670o, 74 Stat. 1052), as amended, Public Law 86-797. Public Law 93-452, signed October 18, 1974, (88 Stat. 1369) authorized conservation and rehabilitation programs on BLM lands. These programs are carried out in cooperation with the States by the Secretary of the Interior.

Migratory Bird Conservation Act of 1929, as amended (16 U.S.C. 715 et seq.)

Fish and Wildlife Coordination Act (1934), as amended (16 U.S.C. 661 et seq.) ???

Federal Aid in Wildlife Restoration Act (1937), as amended (16 U.S.C. 669 et seq.)

For the BLM: 43 USC 1781, creation of the California Desert Conservation Area

San Sebastian Marsh Area of Critical Environmental Concern Management Plan (CA-06ACEC-61) and San Felipe Creek Wildlife Habitat Management Plan (CA-06WHA-61), A Sikes Act Project, Prepared by U.S. Department of the Interior, Bureau of Land Management, California Desert

District, El Centro Resource Area and State of California, The Resources Agency, Department of Fish and Game. Date?

McCain Valley Wildlife Habitat Management Plan (CA-06WHA-T1), A Sikes Act Project, Prepared by U.S. Department of the Interior, Bureau of Land Management, California Desert District, El Centro Resource Area and State of California, The Resources Agency, Department of Fish and Game. February, 1984.

**State of California, California Coder of Regulations (CCR):**

Title 3: Food and Agriculture. Division 4: Plant Industry. Chapter 6: Weed Free Areas and Weed Eradication Areas. Subchapter 6: Noxious Weed Species. Section 4500: Noxious Weed Species.

**State of California, Public Resources Code (PRC):**

Division 5, Chapter 1.3, Sections 5093.30-5093.40 – California Wilderness Preservation System  
Division 5, Chapter 7, Sections 5810-5818 – Wetlands Preservation  
Division ?, Chapter ?, Sections 10000-10005 – Streamflow Protection Standards. ???

**State of California, Fish and Game Code:**

Division 2, Chapter 4, Sections 1300-1375 – Wildlife Conservation Law of 1947  
Division 2, Chapter 4.1, Sections 1385-1391 – California Riparian Habitat Conservation Program  
Division 2, Chapter 4.3, Sections 1400-1431 – Inland Wetlands Conservation Program  
Division 2, Chapter 5, Sections 1500-1586 – Fish and Game Management  
Division 2, Chapter 8, Sections 1800-1802 – Conservation of Wildlife Resources  
Division 2, Chapter 10, Sections 1900-1913 – Native Plant Protection  
Division 2, Chapter 11, Sections 1925-1926 – California Desert Native Plants  
Division 2, Chapter 12, Sections 1930-1933 – Significant Natural Areas  
Division 3, Chapter 1.5, Sections 2050-2116 – California Endangered Species Act  
Division 3, Chapter 9, Sections 2780-2799.6 – California Wildlife Protection Act of 1990

**California Department of Parks and Recreation, Department Operations Manual (DOM):**

Section 1831.1 (Vegetation), Resource Management Directive #33: Exotic Plant Species  
Section 1831.1 (Vegetation), Resource Management Directive #34: Exotic Plant Removal

Section 1831.2 (Wildlife), Resource Management Directive #35: Natural Faunal Habitat  
Section 1831.2 (Wildlife), Resource Management Directive #36: Restoration and Maintenance  
of a Natural Faunal Balance

Section 1831.5 (Water), Resource Management Directive #43: Avoidance of Stream Degradation,  
Diversion of Waters, Alteration of Stream Regimens and Pollution

**California Fish and Game Commission Policies on:**

Raptors  
Cooperation  
Endangered and Threatened Species  
The Salton Sea  
Water  
Wetlands Resources  
Wilderness Areas

**California State Park and Recreation Commission Policies on:**

I.7 – Economic Cooperation  
II.1 – Integrity of State Park System Lands  
II.3 – Resource Management in State Reserves and State Preserves  
II.4 – Preservation of Vegetative Entities  
II.5 – Wildlife Management in Units of the State Park System

**California Off-Highway Motor Vehicle Recreation Commission Policies on:**

#4 – Resource Management  
#5 – Planning  
#13 – Preservation of Vegetative Entities  
#14 – Wildlife Management in Units of the SVRAT System

**Memorandum of Understanding: California’s Coordinated Regional Strategy to Conserve Biological Diversity – “The Agreement on Biological Diversity,”** September 19, 1991. Signatories: California Resources Agency, California Department of Fish and Game, California Department of Forestry and Fire Protection, California Department of Parks and Recreation, State Lands Commission, USDI Bureau of Land Management, USDA Forest Service, USDI U.S. Fish and Wildlife Service, USDI National Park Service, University of California.

**Memorandum of Understanding Among Public and Private Organizations Relating to Natural Area Program Coordination in California.** 1989. Signatories: California Department of Fish and Game, California Department of Parks and Recreation, State Lands Commission, University of

California Natural Reserve System, USDI Bureau of Land Management, USDI National Park Service, USDI U.S. Fish and Wildlife Service, USDA Forest Service, USDA Forest Service – Pacific Southwest Forest and Range Experiment Station, The Nature Conservancy – California Field Office.

**Anza-Borrego Desert State Park® General Plan (November 2003), Goals and Guidelines** for:

Geology  
Soils  
Hydrology  
Significant and Sensitive Biota  
Exotic Biota  
Biological Processes  
Landscape Linkages  
Real Property Additions and Management

**Ocotillo Wells State Vehicular Recreation Area General Plan (April 1982), Policies for Natural Resources:**

Plant Life  
Animal Life  
General Ecology

For CDFG: Management plans? for San Felipe Valley Wildlife Area, Walker Canyon Ecological Reserve, San Felipe Creek Ecological Reserve;

Nothing herein shall be construed as limiting or affecting, in any way, the authority of the parties to this Agreement.

**IV. Geographic Scope**

This agreement refers to the defined watersheds and riparian zones of San Felipe Creek, Oriflamme Creek, Vallecito Creek, Fish Creek, Walker Creek and Carrizo Creek in San Diego and Imperial Counties (hereafter referred to as Watershed – see Exhibit A). **Public land management units owned by BLM, DPR, CDFG, SDCP, and SLC occur within the defined watersheds. These include: Anza-Borrego Desert State Park® (DPR), the State Wilderness units within (Pinyon Ridge State**

Wilderness, Grapevine Mountain SW, Granite Mountain SW, Vallecito Mountains SW, Whale Peak SW, Agua Caliente SW, Carrizo Badlands SW, Sombrero Peak SW, Sin Nombre SW, Carrizo Canyon SW, and Jacumba Mountain SW) and Kumeyaay Cultural Preserve; Ocotillo Wells State Vehicular Recreation Area (DPR), including Barrel Springs Cultural Preserve; San Sebastian Marsh Area of Critical Environmental Concern (BLM); West Mesa ACEC (BLM); Fish Creek Mountains Wilderness (BLM); Coyote Mountains Wilderness (BLM); Coyote Mountains ACEC (BLM); Carrizo Gorge Wilderness (BLM); Sawtooth Mountains Wilderness (BLM); McCain Valley Wildlife Management Area (BLM); San Felipe Valley Wildlife Area (CDFG); Walker Canyon Ecological Reserve (CDFG); San Felipe Creek Ecological Reserve (CDFG); and Vallecito County Park (SDCP).

The area of concern includes the following California Regional Water Quality Control Board Water Basins in southeastern San Diego County and southwestern Imperial County: Mescal Bajada, San Felipe, Mason, Vallecito, Canebrake, Carrizo, McCain, and Ocotillo-Lower Felipe.

## V. Statement of Work

All parties agree:

1. To develop and update coordinated, interagency work plans and budgets (both long [5-year] and short [annual] term plans) for implementation activities prescribed through this agreement. The work plans will address the following goals that the parties hold in common:
  - a. Natural resources inventory, monitoring and assessment;
  - b. Ecological restoration of damaged habitats, **the control and eradication of invasive exotic species**, and the reintroduction of native species, where feasible, within the watershed;
  - c. Land acquisition of private lands within the watershed from willing sellers, where practical and economically feasible;
  - d. Public education and outreach regarding the conservation of biological diversity, **control of invasive exotic species, and management of the watershed.**
2. To share resources, to the extent possible and practical, to implement the work plans developed through this agreement.
3. To seek funding through agency budget processes and to cooperate in the development of grant requests to implement annual and long range plans developed under this agreement.
4. To prepare an annual report of accomplishments of restoration work, grants obtained, or other activities resulting from work plans developed as a result of this agreement. This

annual report will be used to heighten the awareness of, and showcase accomplishments to partners, grantors, and the public.

## **VI. Indemnification**

All parties agree to indemnify, save and hold harmless, and defend the signatories to this agreement and their agents, officers, and employees against any and all fines, claims, damages, losses, judgments, and expenses arising out of, or from any act, omission to act of signatories of this agreement, their contractors or subcontractors, or any of their officers, employees, members, participants, representatives and agents under this agreement, or proceeding against the signatories of this agreement or their, officers or employees concerning any dispute pertaining to the administration and or implementation of activities prescribed within this agreement or work plans developed as a result of this agreement.

## **VII. Non-Fund Obligating Document**

This instrument is neither a fiscal, nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the partners to this agreement will be handled in accordance with applicable laws, regulations, and procedure including those for procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this agreement does not establish authority for non-competitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. **Nothing herein shall be considered as obligating any party in the expenditure of funds in carrying out the provisions of this Agreement.**

## **VIII. Modification**

Modifications within the scope of this agreement shall be made **only with the written consent of all parties.** ~~by the issuance of a bilaterally executed modification prior to any changes being performed.~~ **New parties may be added to the Agreement upon approval by all signatories.**

## **IX. Termination**

Termination of participation by any party shall require thirty (30) days written notice to all signatories prior to the effective date of termination. ~~This agreement may be terminated at any time bilaterally.~~ The withdrawal of one or more party(ies) shall ~~will~~ not necessarily constitute agreement termination. The agreement shall be viable so long as two or more signatories remain as participants.

**X. Signatures**

---

Michael Poole, State Director, BLM-California Date

Ruth Coleman, Director, California Department of Parks and Recreation Date

---

Robert Hight, Director, California Department of Fish and Game Date

---

Walter Boyce, Executive Director, Wildlife Health Center, Univ. of Calif. at Davis Date

---

Regional Manager, U.S. Fish and Wildlife Service Date

---

Regional Director, U.S. Geological Survey – Western Ecological Research Center Date