

**Memorandum Of Understanding**  
*between*  
**Bureau of Land Management**  
*and*  
**California Department of Fish & Game**  
*for*  
**Wildlife Management Activities in Wilderness**

This Memorandum of Understanding (MOU), is made and entered into by and between the U.S. Department of the Interior Bureau of Land Management, hereinafter referred to as BLM, and the California Department of Fish and Game, hereinafter referred to as CDFG. Collectively, the parties to this MOU will be referred to as the Cooperators.

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for cooperation and procedures for CDFG maintenance, management and research activities in BLM wilderness where motorized vehicle and equipment use is involved.

The cooperators propose to work together to achieve the common goal of wildlife management in wilderness as defined by Section 103(f) of the California Desert Protection Act of 1994, which states, "Management activities to maintain or restore fish and wildlife populations and the habitats to support such populations may be carried out within wilderness areas designated by this title and shall include the use of motorized vehicles by the appropriate State agencies." Both agencies agree to protect and preserve the wilderness character and values of the areas while carrying out CDFG's wildlife management mission.

**II. Statement of Mutual Interest and Benefit**

The Cooperators are committed to the maintenance and restoration of fish and wildlife populations and the habitats to support such populations in the State of California within the jurisdictions of each agency. Cooperation between the two agencies where jurisdictions involve designated wilderness managed by BLM is desirable in order for each agency to accomplish their respective missions relating to fish and wildlife and their habitats as well as the BLM mission of managing designated wilderness as mandated by Congress in The Wilderness Act (1964) and the Desert Protection Act of 1994. Through cooperative effort, the missions of each agency can be accomplished effectively and efficiently.

The Cooperators acknowledge that the provisions of Section 103(f) of the California Desert Protection Act of 1994, allow for the use of motorized vehicles in support of CDFG management activities to maintain or restore fish and wildlife populations and the habitats to support such populations. This MOU addresses the specifics of those provisions so both agencies can work together to fulfill their responsibilities.

### **III. The Cooperators Shall:**

Work toward effective communications between each agency regarding activities planned for and occurring within BLM-managed wilderness. The BLM contacts will be the five Resource Area Managers or their designee in the California Desert District, and CDFG contacts will be Regional Managers or their designee.

Hold an Annual Operations Meeting during January to exchange information between agencies, review the prior year accomplishments, identify ensuing year projects and operations, seek solutions to field-related problems, identify assistance and support needs, and identify areas where cooperative relations may need more attention.

Cooperators will agree on what level of motorized vehicle use, mechanical transport and motorized equipment is necessary and practical. These determinations will be made jointly by the Cooperators and with the intent of accomplishing CDFG management activities in a reasonable and efficient manner while minimizing the impact on the wilderness values.

The Cooperators will work together to prepare a programmatic NEPA document that addresses the routine and recurring activities covered in this MOU. A programmatic approach will facilitate an efficient implementation of routine activities eliminating the need for separate documents.

The Cooperators agree that this language does not address nor otherwise change the BLM's administrative procedures for new facility proposals.

### **IV. Management Activities**

The Annual Operations Meeting will focus on reviewing activities of the past year that were successful, what did not work and should be changed, and what activities are planned for the coming year. CDFG will provide the BLM a listing and schedule of anticipated management activities (hereafter "activity schedule") planned within BLM-administered wilderness. Activity schedules will be for a twelve-month period beginning July 1, after the Annual Operations Meeting. Activity schedules will be as definitive as reasonably possible and will specify approximate dates and/or months when activities would be accomplished. The activity schedule will be detailed to the point of estimating numbers of people involved, time to complete, numbers of vehicles, equipment to be used, etc., as well as planned camping site, materials staging site, landing areas, etc.

CDFG agrees to notify the BLM of any additions or deletions to planned activities and time frames established in the activity schedule. This notification will allow sufficient time for the BLM and the CDFG to complete necessary administrative requirements, such as environmental review, and inform appropriate personnel. Both parties in this MOU recognize the accomplishment of the management activities depends on factors for which CDFG has no control and that are uncertain and subject to change. Among these are the weather, availability of volunteers and agents, funding, etc., which would not permit

completing activities according to the time schedule. It is recognized that CDFG undertakes routine inspections of facilities throughout the year and that vehicular access occurs on a routine basis.

The management activities in the activity schedule will include, but are not be limited to:

- \* Facility inspection, inventory, maintenance, restoration and improvement.
- \* Water-hauling and pumping operations.
- \* Tamarisk control.
- \* Census-taking and monitoring of movements, health, and population levels of fish and wildlife under CDFG jurisdiction.
- \* Capture, release, and translocation.
- \* Research projects including those that are conducted by contract, educational institutions, CDFG staff, etc.

Certain management activities which involve motor vehicle use are considered maintenance and do not require environmental analysis. These are maintenance actions to facilities which do not change the structural integrity of the system or increase the area of disturbance such as inspection, water hauling and pumping, and replacement of fixtures necessary for the facility to function.

Cooperators agree to minimize the use of motor vehicles whenever practical. For example, this may include using volunteers who are willing to use nonmechanized transport to inspect and maintain facilities, or using a helicopter to inspect and monitor the condition of all the guzzlers in a short time rather than several days with a vehicle.

#### **Immediate Actions and Procedures**

In the event of an unanticipated natural or human-caused situation (eg: earthquake, flood, vandalism, etc.), that directly and immediately jeopardizes the survival of wildlife under their jurisdiction, CDFG agrees to notify the appropriate BLM District or Area Manager as soon as practicable after the problem is known. After notifying the BLM on the nature and solution to the problem, CDFG agrees that the level of motorized vehicles, mechanical transport and motorized equipment used will be that which is necessary and practical to rectify the situation.

#### **Motor Vehicle Access Routes and Mapping**

CDFG agrees to provide BLM with maps showing locations of sites where recurring vehicular access is needed, the routes to be used, and the points where vehicles would be parked. The BLM resource area offices will provide staff to assist CDFG in the selection

and mapping of sites, routes and parking areas. The maps will be maintained by BLM and be made available to CDFG personnel and their agents. The Cooperators will agree on additions and deletions to the maps.

At the Annual Operations Meeting, BLM will consult on the placement of locked gates and vehicle barricades at points of vehicle entry into wilderness, and provide CDFG maps showing locations of the gates and barriers. CDFG will place their own locks on the gates identified as needed for the purpose of entry to accomplish management activities.

**CDFG Agents**

The BLM will provide CDFG agents and volunteers with materials and periodic training on wilderness use and management.

CDFG agents will wear identification in a conspicuous place (eg: shirt patch or badge) or carry written authorization when operating motor vehicles for authorized activities within BLM wilderness.

**V. Duration of MOU**

This MOU shall become effective at the date of the last signature and remain in effect until determined by the Cooperators to no longer be necessary.

This MOU can be modified by an addendum signed by the signatories of the original MOU or their successors, or by adoption of an MOU signed by the authorized officers and which supersedes this MOU.

This MOU can be terminated unilaterally at any time by either the BLM or the CDFG authorized officers with 30 days written notice to the other authorized officer.

**State of California  
Department of Fish and Game**

Patricia Wolf  
Regional Manager, Region 5

9/24/97  
Date

**United States Department of the Interior  
Bureau of Land Management**

Kevin R. Biss  
California Desert District Manager

9/9/97  
Date