

**DRAFT**

Letter of Agreement  
Between

Bureau of Land Management, Palm Springs South Coast Field Office  
And  
Metropolitan Water District  
And  
Joshua Tree National Park

**I Introduction**

Illegal dumping of household and commercial waste within the Coachella Valley impacts the biological, recreational, and economic value of the land. Illegal dumping of waste creates the potential for both direct and indirect contamination to the environment and human populations, affects property values, and produces a negative recreational experience for park and public land visitors. A coordinated approach among the above agencies to cleanup and stop illegal dumping of waste is proposed.

**II Purpose**

This Memorandum of Understanding expresses an agreement between the Bureau of Land Management, Palm Springs South Coast Field Office, hereafter referred to as the BLM, the Metropolitan Water District, hereafter referred to as MWD, and Joshua Tree National Park, hereafter referred to as JTNP to cooperate in the cleanup and prevention of illegal dumping on lands generally located on and near MWD rights-of-way within the Coachella Valley.

**III Definitions**

For the purpose of this agreement, the following definitions shall apply:

1. Environmental Compliance- Such environmental documentation as required by the National Environmental Policy Act, National Historic Preservation Act, or California Environmental Quality Act. Environmental compliance will also include any on-site cultural or biological monitoring if required.
2. Federal Nexus- Dumping that is near or adjacent to public land administered by the BLM or

the Legislative boundary of JTNP that is an attractive nuisance and might reasonably be expected to encourage illegal dumping on federally managed land.

3. Others??

#### **IV Scope**

**Geographic-** This agreement applies to the north-south running canyons along the MWD right of way between Fargo Canyon to the east and Little Morongo Canyon to the west. Most of the illegal dumping problems exists between the JTNP boundary and Dillion road with the exception of Little Morongo Canyon where illegal dumping occurs between the City Limits of Yucca Valley and Indian Avenue. This geographic area will henceforth be referred to as the canyons.

**Time-** Initial cleanup actions within this agreement will occur during the 2002 and 2003 calendar year. Continued interagency cleanups beyond January 1, 2004 will be redressed in a supplemental agreement. Cleanup actions taken by a single agency will required no agreement. Prevention actions such as signs, kiosk, and ranger patrol will occur until this agreement is terminated.

#### **V Statement of Work**

BLM will:

1. Complete all environmental compliance for federal actions on public land administered by the BLM.
2. Pay all non-hazardous waste disposal (tipping) fees where there is a federal nexus to the illegal dumping. If there is no federal nexus, the benefiting agency will become responsible for tipping fees.
3. Provide, through a separate agreement with the California Division of Forestry (CDF); labor crews for the purpose of non-hazardous waste collection.
4. Provide the material and labor to install an informational kiosk at the entrance to Long Canyon. Kiosks may be installed at other canyons in the future.
5. Complete an annual report on accomplishments achieved under this agreement.

MWD will:

1. Complete environmental compliance on MWD owned land and as required by MWD right-of-way permits.
2. Provide mechanized equipment and equipment operators as appropriate. The appropriate level of mechanization and the method of cleanup will be determined prior to the cleanup.
3. Provide gate and fencing material and installation in order to close the MWD right of way to public motorized access where appropriate. All parties will be consulted prior to any closures being implemented. No closures will be implemented without legal authority.
4. MWD will all produce all signs.

JTNP will:

1. JTNP will complete environmental compliance for federal actions on parklands.
2. Provide mechanized equipment if it is available.
3. Provide technical experience in the development of kiosk sign material text. JTNP will also provide technical experience in the development of bi-lingual (English-Spanish) no dumping signs.

All parties agree:

1. That environmental documents will be combined where appropriate. Resource staff will conduct surveys for environmental compliance across agency boundaries when it is practical and there is a benefit to each agency. Each agency will ultimately be responsible for all environmental compliance and monitoring as required by law, regulation, and policy.
2. To provide proactive ranger and security patrols of the canyons to prevent illegal dumping and other criminal activities. Incidents of illegal dumping investigated and the responsible agency notified. Nothing in this agreement infers a transfer or law enforcement delegation or jurisdiction or authority from one agency to another.
3. That all sign material developed under this agreement will bear the logos of each signatory agency and be interagency in nature. No dumping signs will be installed upon completion of cleanups in each canyon. After initial installation, each agency will be responsible for maintenance of signs upon their property.???

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4. That each agency will be responsible for hazardous waste located within their jurisdiction.
  5. To complete a workplan for activities to be accomplished under this agreement for each federal fiscal year.

## **VI 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 instrument 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 instrument does not establish authority for noncompetitive 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.

## **VII Modification**

Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

## **VIII Termination**

This agreement may be terminated at anytime bilaterally. The withdrawal of one party will not necessarily constitute termination. This agreement will otherwise expire January 1, 2006.

**IX Signatures**

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\_\_\_\_\_  
Field Manager  
Palm Springs South Coast Field Office  
Bureau of Land Management

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Date

\_\_\_\_\_  
Superintendent  
Joshua Tree National Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
MWD

\_\_\_\_\_  
Date