

Memorandum*Chadwick*

To : Director

Date: January 4, 1971

From : Department of Fish and Game

Subject: Management of Memorandum of Agreement re Ecological Studies in Sacramento-San Joaquin Estuary

We believe that it is desirable to establish a formal management structure to implement this agreement which we entered into with the Department of Water Resources, Bureau of Reclamation, and Bureau of Sport Fisheries and Wildlife. The primary functions of this structure would be to assure close coordination among the various agencies at the working level and to provide for a rapid solution of problems at the management and policy levels. Past experience with technical studies being conducted jointly by several agencies indicates that such a management structure is important to program success.

Pete Chadwick has met with representatives of the other agencies and developed the attached proposal for a management structure. Each agency is reviewing the proposal with the intention of putting it or a modification of it in operation in January. Briefly the proposal would:

- 1) Establish a formal committee of the Directors of the agencies to establish policy.
- 2) An interagency management committee to provide overall direction for the study program and of the Interim Fish Protective Agreement.
- 3) Technical management committees for each study area to plan and direct the studies.

Each agency would have one representative on each committee, except that DWR and USBR would each have two members on the management committee. This would enable them to have representatives from both their planning and operations staffs. DWR requested this. We believe that it would be advantageous to us, because one of our past problems has been getting study results implemented, apparently because of ineffective communication between planning and operations in DWR.

State and federal agencies having management responsibilities affected by study results would be invited to send observers to meetings of the directors and management committees.

John F. ...
...

Director

2

January 4, 1971

Agencies which are not parties to the agreement will participate in some studies. These agencies will have representatives on the technical committees. These representatives will have the same status on these committees as that of representatives of the parties to the agreement.

If you approve of this approach, I recommend that our representatives be:

Agency Coordinator - George H. Warner
Technical Committees
Fisheries - Pete Chadwick
Fish Facilities - John Skinner
Turbidity - Pete Chadwick
Algae Productivity - Pete Chadwick
Suisun Marsh - Rolf Mall

The fish facility technical committee should replace the Peripheral Canal Fish Facilities Work Group which was established in May 1969 for essentially the same purpose.

A chart of the proposed organizational structure and drafts of the structure and function for each level are appended for your review.

I recommend that the next step be for you to authorize me to meet with other representatives appointed to the management committee to consider any modifications proposed and to do the staff work necessary to plan a meeting of the Directors.

COPY ORIGINAL SIGNED BY
GEORGE H. WARNER

George H. Warner, Chief
Anadromous Fisheries Branch

Attachments

APPROVED: _____
COPY ORIGINAL SIGNED BY
& MAY 1971

DATE: JAN 12 1971

cc: Deputy Director
Chief of Operations
Pete Chadwick

Directors

1. Who: Agency Directors of the four parties to the Memorandum of Agreement.
2. Function:
 - a) Establish policy and overall guidelines, regarding management action and study direction.
 - b) Review program results and approve annual report.
3. When: As recommended by the Agency coordinators and a minimum of once a year as specified in the interagency Memorandum of Agreement. One meeting will be held during the month of February.
4. Participation at Directors' Meeting:
 - a) Agency Directors.
 - b) Agency Coordinators.
 - c) One representative from the technical staff of each agency (party to the agreement).
 - d) Representatives of interested state and federal agencies such as:
SWRCB, C of E, FWQA, USGS, and National Marine Fishery Service.

Agency Coordinators

1. **Who:** One representative from both the State Department of Fish and Game and Federal Fish and Wildlife Service. Two representatives from both the USBR and DWR (one staff member responsible for the planning and one for the operation functions).

2. **Function:**
 - a) Make the decisions required under the Interim Fish Protection Agreement.
 - b) Recommend policy to the Directors.
 - c) Review progress of the technical (ecological) studies to insure compliance with guideline specified in the Memorandum of Agreement.
 - d) Responsible for accomplishing administrative requirements for the technical studies.
 - e) Review annual report drafted by the Department of Fish and Game, composed in part by chapters provided by the individual study groups.

3. **When:**
 - a) Meet prior to all Directors' meeting.
 - b) Meet as required by the Interim Fish Protection Agreement.
 - c) Meet as necessary to provide management direction to the interagency programs.

4. Participation at Agency Coordinators' Meeting

- a) Agency Coordinators.
- b) Members of Individual Technical Coordinating Committees and necessary staff. (Joint sections will be held with the Turbidity and Algal Study groups and the Fishery and Fish facility study groups.)

Technical Coordinating Committees

General description of the Technical Coordinating Committees for the following studies:

1. Turbidity
2. Algae Production
3. Fishery
4. Fish Facilities
5. Suisun Marsh

1. Who: Technical Administrator from each party agency and all other participating agencies.
2. Function:
 - a) Provide the technical direction to the studies.
 - b) Coordinate activities at the working level.
 - c) Insure dissemination of technical information within the study area.
 - d) Advice the agency coordinators as to the progress of the study activities.
 - e) Prepare technical chapters to be included in the annual progress report.
3. When: As necessary to insure effective coordination of work.
4. Participation at Technical Coordinating Committee Meeting:

Members of the Technical Coordinating Committees and necessary staff.

MEMORANDUM OF AGREEMENT

Among the State of California Department of Fish and Game, the State of California Department of Water Resources, the United States Bureau of Reclamation, and the United States Bureau of Sport Fisheries and Wildlife.

Introductory Recitals

- A. It is recognized that fish and wildlife problems exist in the Sacramento-San Joaquin estuary.
- B. A factor affecting fish and wildlife problems is the operation of the Central Valley Project and the State Water Project. It is anticipated that effects related to the operation of these projects can be alleviated by the construction and proper operation of the Peripheral Canal.
- C. Defining design and operating criteria, which will assure protection of fish and wildlife resources, requires a thorough understanding of the requirements of these resources.
- D. The intent of this Memorandum of Agreement is to provide for the performance of studies necessary to obtain a thorough understanding of the requirements of fish and wildlife resources.
- E. The report entitled "Studies Necessary to Evaluate Ecological Effects of Water Development on the Sacramento-San Joaquin Estuary", dated May 1970, a copy of which is attached hereto as Exhibit A, prepared jointly by the undersigned parties, is accepted as a statement of:
 1. The philosophy which should guide the acceptance and implementation of present and future studies.
 2. The studies which are necessary now.
 3. The areas of responsibility for the conduct and funding of studies.

NOW, THEREFORE, it is mutually agreed as follows:

Provisions

1. Performance of Studies. The undersigned parties to this Memorandum of Agreement agree to perform the studies described in the Report attached hereto as Exhibit A, subject to normal administrative and legislative control and appropriation.
2. Annual Review. The studies described in Exhibit A will be coordinated on a continuing basis and will be reviewed annually by the parties and may be modified as is mutually acceptable to reflect changes in engineering or biological needs. As part of this annual review, any of the parties may request alteration of existing studies or performance of additional studies necessary to satisfy the intent of this Memorandum of Agreement. The California Department of Fish and Game will have responsibility for initiating the annual review by convening a meeting of all the parties in January of each year.
3. Progress Report. The California Department of Fish and Game will prepare an annual progress report after receiving input from participating agencies. A copy of the report together with appropriate reports by participating agencies will be furnished to the State Water Resources Control Board.
4. Funding. The parties accept responsibility for funding the studies as indicated in the summary table of the report attached hereto as Exhibit A, subject to normal budgetary processes and the results of the annual review described in paragraph 2 herein.
5. Assignment of Studies. Responsibility for conduct of the studies, as numbered in the summary table of the report attached hereto as Exhibit A will be as follows:

a. The Department of Fish and Game will be responsible for biological portions of studies 1, 2, 3, 5, 8 and 11. It will be jointly responsible with the Bureau of Sport Fisheries and Wildlife for the biological phases of studies 9 and 10 as mutually agreed upon. It will also be responsible for biological review of study 13 for the state.

b. The Bureau of Sport Fisheries and Wildlife will be responsible for the biological phases of study 12 and portions of studies 9 and 10 as mutually agreed upon with the Department of Fish and Game. It will also provide biological support to the U. S. Bureau of Reclamation for study 13 and will provide federal review of the biological phases of studies 1, 2, 3 and 5.

c. The Department of Water Resources will provide engineering support for studies 1, 2, 5, 8 and 11 and will be jointly responsible with the Bureau of Reclamation as mutually agreed upon for studies 4, 6, 9 and 10. It will also be responsible for engineering review of study 13 for the state.

d. The U. S. Bureau of Reclamation will be responsible for engineering phases of studies 12 and 13 and will be jointly responsible with the Department of Water Resources as mutually agreed upon for studies 4, 6, 9 and 10.

e. Study 7 will be a cooperative program. The Bureau of Reclamation may modify its Delta-San Luis Drain Surveillance Program if necessary to provide field data for a predictive model. The state agencies will continue their current model development program, with the Department of Water Resources having primary responsibility for mathematical aspects and the Department of Fish and Game for biological aspects.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on July 13, 1970.

U. S. BUREAU OF RECLAMATION
Region 2

By R. J. Pappalardo

CALIF. DEPARTMENT OF WATER RESOURCES

By W. J. Guendli

Approved as to legal form and substance:

R. L. Towner

U. S. BUREAU OF SPORT FISHERIES AND WILDLIFE, Region 1

CALIF. DEPARTMENT OF FISH & GAME

By John D. Findlay
JOHN D. FINDLAY
Regional Director

By [Signature]

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1221.13 have been complied with and this document is exempt from review by the Department of Finance.

By [Signature]

FORM 100-100-100-100
Department of General Services
APPROVED
AUG 6 1970
Original signed by
CHARLES E. DIXON
By Charles E. Dixon, Director

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1221.13 have been complied with and this document is exempt from review by the Department of Finance.

By [Signature]
Comptroller