

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BOISE DISTRICT
AND THE
UNITED STATES DEPARTMENT OF DEFENSE
US ARMY CORPS OF ENGINEERS
WALLA WALLA DISTRICT

I. Purpose

This Memorandum of Understanding (MOU) is to establish a general framework of cooperation between the Bureau of Land Management, Boise District (BLM), and the U.S. Army Corps of Engineers, Walla Walla District, Lucky Peak Dam & Lake (Corps), in the performance of fire prevention and suppression activities at Lucky Peak Dam & Lake, as appropriate and to the extent permitted by law.

II. Background

a) Lucky Peak Lake is situated in Ada, Boise and Elmore counties 15 minutes from the City of Boise. The 7,700 acre Corps project (including lands and waters) is surrounded primarily by BLM and Idaho Department of Fish and Game lands. The terrain is dominated by sagebrush steppe vegetation on steep inaccessible hillsides. Lucky Peak Lake provides recreational opportunities for over 900,000 annual visits to approximately 100 sites scattered along 45 miles of shoreline. Response to incipient stage fire incidents, implementation of fire prevention measures, and enforcement of Title 36 CFR Part 327 fire restrictions are provided by a team ranging between two and eight park rangers, using two State-designated emergency vehicles (one with a slip-on 125-gallon fire suppression apparatus) and ready access to three vessels.

b) The Corps' default fire restrictions per CFR best align with BLM Stage 1 Restrictions. Although the lands and waters of Lucky Peak are present in both the Treasure Valley and West Central Mountain areas of the Idaho Fire Restrictions Plan, to ease public understanding and implementation, Lucky Peak Lake as a whole has historically aligned Stage 2 Restrictions with the West Central Mountains area.

c) Wildland fire responses at Lucky Peak Lake typically entail the Corps providing access and staging for BLM apparatus; transport by vessel of BLM personnel; coordinating local closures and traffic control; and implementing boating restricted zones to facilitate U.S. Forest Service and BLM aviation operations.

III. Authority

The Corps and BLM have the authority to enter into a reciprocal agreement for mutual aid in the fire protection of federal lands in the vicinity of one another under 42 USC §1846a.

IV. Roles and Responsibilities

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

a. The BLM roles and responsibilities include:

1) Provide feasible fuels reduction assessments and provide guidance to reduce the threat of human caused ignitions.

2) Support redistricting of all Corps-owned lands and waters of Lucky Peak Dam & Lake into the Treasure Valley fire restriction zone.

3) Notify the Corps of updated fire restrictions pertaining to the Treasure Valley fire restriction zone.

4) May provide assistance in fuels reduction/fuel breaks through training opportunities and consultations.

5) Approve limited use of radio communication frequencies for reporting of fires and coordination of local incident response.

6) Adhere to no-impact zones established by the Corps for purposes of dam safety, cultural and historical resource protection, and threatened and endangered species conservation.

7) May provide wildland fire assistance as available, on the Corps request.

8) The BLM assumes all liability for BLM personnel while working within this agreement and waives all claims against the Corps for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the roles and responsibilities of this agreement.

b. The Corps roles and responsibilities include:

1) Provide sensitive resource and dam safety information to ensure that Incident Commanders can make sound decisions around the lake.

2) Provide fire preventive treatments to public use areas.

3) Support fire suppression efforts by providing and arranging transportation via watercraft, creation of boating restricted zones, assisting with road and ramp closures, and providing an area for base camp when necessary.

4) Implement joint fire restrictions sanctioned by the BLM using information kiosks, signage and press releases.

5) Approve limited use of radio communication frequencies for reporting of fires and coordination of local incident response.

6) The Corps assumes all liability for Corps personnel while working within this agreement and waives all claims against the BLM for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the roles and responsibilities of this agreement.

c. The joint roles and responsibilities of the Parties are to conduct an annual coordination meeting.

V. Representatives

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Party. Any revisions must be added to the official file.

VI. Funding

a. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.

b. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

VII. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the Parties under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

VIII. Term, Amendments, and Termination

a) Term of MOU:

1) This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.

2) This MOU shall remain in effect for five (5) years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

b) Amendments:


1) The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.

2) Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

c) Termination: This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.

XII. Signatures

- a) All signatories have the appropriate delegation of authority to sign this MOU.
- b) The Parties hereto have executed this MOU on the dates shown below.

Acting for



Jim Fincher
District Manager
Boise District BLM

Dated: 3/6/2015



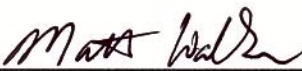
Steve Acarregui
Fire Management Officer
Boise BLM Fire and Aviation

Dated: 3-6-15



Timothy R. Vail
Commander
Walla Walla District
United States Army Corps of Engineers

Dated: 4-28-15



Matt Walker
Operations Project Manager
Lucky Peak Dam & Lake
United States Army Corps of Engineers

Dated: 3-13-15

Exhibit A

The principal contacts for this MOU are:

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Middle Zone Fire Operations Specialist
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