

MEMORANDUM OF UNDERSTANDING
Between the
U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT
and
WASHINGTON STATE UNIVERSITY

I. **PURPOSE.** This Memorandum of Understanding (MOU) establishes a general framework of cooperation between the U.S. Army Corps of Engineers (Corps), Walla Walla District, and the Washington State University (WSU) for the purpose of establishing cooperation between the Parties on issues of common interest involving outdoor recreation at Illia Dunes and other Corps facilities within the Lower Monumental to Lower Granite reach of the Snake River, as appropriate and to the extent permitted by law.

II. **BACKGROUND.**

A. The Corps manages land and water at Lower Granite Lock and Dam, Little Goose Lock and Dam, and Lower Monumental Lock and Dam (Corps Projects). Its Natural Resources Management (NRM) office is responsible for managing 100 river miles of the Lower Snake River from Lyons Ferry to Asotin, Washington, and a section of the Clearwater River from its confluence with the Snake upstream to Hog Island, a footprint that spans five counties in two states. Management of 46 recreation areas and 53 habitat management units covers 42,440 acres of land and water visited annually by over 2 million visitors. Lower Granite NRM administers more than 50 special events with 10,000 participants each year. The Corps' outdoor recreation mission focuses on quality visitor assistance to visitors, water safety, and ethical stewardship of public land and water.

B. WSU is an agency of the State of Washington and an institution of higher education. The Mission of the WSU Police Department, in partnership with the campus community, is to cultivate an atmosphere which supports the educational process and promotes academic and personal achievement, and community prosperity.

III. **STIPULATIONS.** For purposes of this agreement:

A. Specific activities conducted under this MOU and the method of their implementation will be planned by the Parties considering the proposed activity, existing commitments, projected schedules, available funding, personnel resources, and other relevant factors. Activities conducted under this MOU will be outlined by work plans or statements of work coordinated through the points of contact listed below.

B. This agreement in no way restricts the Corps or WSU from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, or individuals.

- C. All donated property, plans, designs or improvements for or placed on Corps land or water, as well as work accomplished under this agreement, will become the property of the Government unless otherwise defined by supplement to this MOU.
- D. Any contribution of labor, materials, or funds will be in accordance with the district's approved Contributions Plan.

IV. RESPONSIBILITIES. Subject to applicable federal laws, regulations, and policy:

A. Both Parties will encourage collaboration to conduct a broad range of projects that support outdoor recreation and related educational opportunities.

B. Both Parties will schedule and coordinate mutually agreeable meetings, minimum of annually, to provide briefings for personnel involved and review the overall program requirements and activities conducted under this MOU.

C. Both Parties will regularly provide each other with updates through written correspondence and other mechanisms on program activities, development, and related work pertaining to cooperative activities pursued under this MOU.

D. Both Parties will work cooperatively in the exchange of scientific data, information, and products.

E. Both Parties will cooperate in areas of facility planning, educational outreach and activities, data collection, program development, and materials publication within the Lower Granite Project.

F. The Corps will provide WSU with access and use of recreation and habitat areas within the Lower Granite natural resource management footprint during times of concern for specific Corps-managed areas.

G. The Corps will provide public safety and security through the enforcement of Title 36.

H. As appropriate, the Corps will provide personnel to assist with educational and environmental stewardship school programs, outreach, and special events.

I. WSU will facilitate the implementation of special events with organizations within or associated with WSU.

J. WSU will provide equipment, facilities, and personnel necessary for safe and enjoyable special events.

K. WSU will be responsible for any damages that may be caused to Corps property by its activities under this MOU, and shall exercise due diligence in the protection of all property located on Corps premises.

L. WSU will provide personnel to assess the effectiveness of actions taken on Corps land.

V. MUTUAL UNDERSTANDINGS.

A. This MOU defines the general terms upon which the Corps and WSU will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures.

B. This MOU is neither a fiscal or financial obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements such as work plans, statements of work, or MOU supplements that will be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

C. This MOU does not waive the need for licenses, special use permits and such, or the need to comply with real estate regulations, if applicable.

D. This MOU may be modified or amended by mutual agreement of both Parties in writing.

E. This MOU may be terminated at any time by mutual written agreement of the Parties or by either Party upon 60 (sixty) days written notice to the other Party.

VI. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU:

If to the Partner: Bill Gardner
Associate Vice President, Police
Police Department
Washington State University
Safety 60
Pullman, WA 99164-7300

Phone: 509-335-8548
Email: bill.gardner@wsu.edu

If to the Government: Mr. Chris Lorz
Natural Resource Specialist (Ranger)
Lower Granite Lock and Dam
U.S. Army Corps of Engineers
885 Almota Ferry Road

Pomeroy, Washington 98347

Phone: 590-843-1493, x262

Cell Phone: 509-780-7369

Email: Christopher.Lorz@usace.army.mil

VII. TERM. The Parties have executed this MOU as of the last date indicated below and remains in force for a period of five years. It may be renewed in five year increments through an updated signature page.

U.S. ARMY CORPS OF ENGINEERS

BY _____ DATE: _____

MARTIN T. MENDIOLA
Operations Project Manager
Lower Granite Project Office
U.S. Army Corps of Engineers
Walla Walla District

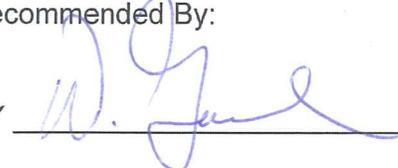
WASHINGTON STATE UNIVERSITY

Approved By:

BY  _____ DATE: 5/28/15

Amanda N. Owen
Contracts Manager
Finance and Administration

Recommended By:

BY  _____ DATE: 5/29/15

Bill Gardner
Associate Vice President, Police
Police Department