

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between**  
**PLACER COUNTY (County), FORESTHILL FIRE PROTECTION DISTRICT (FFPD), SOUTH PLACER FIRE DISTRICT (SPFD), NEWCASTLE FIRE PROTECTION DISTRICT (NFPD), CITY OF AUBURN FIRE DEPARTMENT (AFD), PLACER COUNTY FIRE DEPARTMENT (PCFD), PLACER HILLS FIRE PROTECTION DISTRICT (FHFPD), EL DORADO COUNTY FIRE PROTECTION DISTRICT (EDCFD), EL DORADO HILLS FIRE DEPARTMENT (EDHFD), GEORGETOWN FIRE DEPARTMENT (GFD), SACRAMENTO METROPOLITAN FIRE DISTRICT (SMFD), CITY OF FOLSOM FIRE DEPARTMENT (FFD), WILTON FIRE DEPARTMENT (WFD), HERALD FIRE PROTECTION DISTRICT (HFPD), PLACER RESOURCE CONSERVATION DISTRICT (PRCD), EL DORADO & GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT (EDGDRCD)**  
**and**  
**BUREAU OF RECLAMATION (RECLAMATION)**

**1. Introduction**

This MOU between the County, FFPD, SPFD, NFPD, AFD, PCFD, PHFPD, ECFPD, EDHFD, GFD, SMFD, FFD, WFD, HFPD, PRCD and the EDGDRCD (collectively referred to hereinafter as the Districts), and Reclamation is to establish a collaborative relationship to implement and manage wildland fire fuels reduction programs on those lands under the authority of Reclamation adjacent to the developed lands within the District boundaries as shown in Exhibit 1.

**2. Authority**

Reclamation's authority to enter into this MOU comes from U.S. Code Title 42, Chapter 15A, Subchapter I, Section 1856a-1: Authority to enter into contracts with State and local government entities. The Secretary of the Interior is "authorized to enter into contracts with State and local governmental entities, including local fire districts, for procurement of services in the presuppression, detection, and suppression of fires on any units within their jurisdiction." For the purposes of fire protection and assistance (296 DM 1) the Commissioner (along with any further delegations) of the Bureau of Reclamation is authorized to exercise the authority delegated to the Secretary of the Interior for entering into any agreements as described above (255 DM 2).

**3. Background**

Reclamation has a history of partnering with certain Districts to implement activities aimed at reducing wildland fuels on Reclamation fee title and Reclamation managed lands (herein referred to as Reclamation Lands) throughout Placer, El Dorado, and Sacramento counties. The purpose of these activities has been to reduce wildland fuels in strategic locations to enhance fire suppression activities, provide increased firefighter safety on Reclamation lands, and create adequate defensible space to adjacent private residences. Reclamation and

those Districts have achieved this by working collaboratively together and with adjacent land owners to reduce hazardous fire fuels on Reclamation Lands. Those Districts have provided sources of funding, and provided oversight and guidance to private land owners, contractors, and vendors on these efforts. This collaboration has allowed those Districts and willing homeowners to clear Reclamation land of hazardous fire fuels within their recommended defensible space area.

#### **4. Objective**

Reclamation and Districts intend to cooperatively support one another to proceed with management and operation of wildland fire fuels reduction treatments on Reclamation lands within or adjacent to the respective District boundaries. Reclamation will give permission to the Districts to perform fire fuels reduction and management projects on those Reclamation project lands in coordination with Reclamation.

#### **5. General Provisions**

- a. Reclamation will collaboratively work with the Districts to develop guidelines for implementing and managing potential wildland fire fuel reduction treatments and or projects.
- b. The guidelines shall include any and all relevant clauses normally contained in a Reclamation Temporary Right of Entry Permit and the Districts shall enforce all clauses in the guidelines on itself, its agents, contractors, vendors, or other parties that the Districts partner with in efforts to execute this MOU on Reclamation lands.
- c. Reclamation will allow the Districts, its agents; private land owners, contractors, and/or vendors to perform wildland fire fuels reduction projects with District oversight on Reclamation project lands within their respective District boundary.
- d. Any party not a signatory to this MOU that enters Reclamation land for the purpose of executing this MOU and at the invitation of the Districts shall be considered an agent of the Districts. The Districts acknowledge and understand that the Districts are fully liable for any and all damages that result from its agents' actions on Reclamation lands.
- e. The Districts will coordinate with Reclamation and receive specific project approval for each treatment performed by the Districts or its agents on Reclamation project lands before any work begins.
- f. Reclamation will complete appropriate environmental documentation in accordance with the National Environmental Policy Act, and all other applicable laws.

#### **6. Exclusions/Limitations**

- a. Nothing in this agreement may be construed to obligate the Districts or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Districts or the United States to spend funds on any particular project or purpose, even if funds are available.
- b. Funding for wildland fire fuel reduction treatments will follow applicable guidelines as established by a funding source.
- c. This MOU only applies to Reclamation lands as shown in Exhibit 1. Activities occurring on lands not under Reclamation's jurisdiction would need to be coordinated with appropriate land owners.

- d. This MOU sets out Reclamation and the District's intentions and objectives and does not apply to any person outside Reclamation and the Districts. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, or its offices.
- e. Reclamation reserves the right at any time and without liability to the United States to eject and exclude any individual, party, or organization from working on Reclamation lands under this MOU if Reclamation determines that the activities being performed are counter to the purpose of this MOU or against the general interest of the United States.

## **7. Responsibilities**

- a. The Districts will be responsible for the management, coordination, implementation, and inspection and oversight of fire fuels treatments when applied to Reclamation lands that arise under this MOU.
- b. Prior to implementation of any activities on Reclamation lands the Districts will coordinate closely with Reclamation on the status of each ongoing activity performed under this MOU.
- c. The Districts shall require any landowner, party, or organization not a signatory to this MOU to sign a Reclamation approved Agreement and Release from Liability form filed with the overseeing District and Reclamation.

## **8. Fire Hazard Safety Requirements**

All work associated with this MOU must be coordinated no later than 48 hours in advance with Reclamation and must follow Reclamation's guidelines for implementing fuels reduction activities on Reclamation lands. Changes to the project description, including scheduling, location sites, or project activities must be submitted in advance for Reclamation's prior approval. The United States reserves the right to inspect the site before, during and after project completion. Guidelines for implementing fuels reduction activities are as follows:

- a. All activities carried out under this MOU on Reclamation lands will undergo an environmental analysis pursuant to all applicable laws and regulations prior to implementation.
- b. This MOU allows for fuel reduction activities to occur on Reclamation lands consistent with the Scope of Work and treatment area defined in the associated environmental analysis.
- c. Districts are granted permission to clear grass, brush, debris, and prune lower limbs of residual live trees up to a height of ten feet.
- d. Districts may cut any dead vegetation less than 6" in diameter at diameter breast-height, and trunk shall be cut flush with the ground. Any proposal to remove all other trees must be assessed and approved by Reclamation prior to removal.
- e. Cutting vegetative material shall be done with State and/or federally approved spark arrestors. Heavy equipment is not permitted (tractors, backhoes, masticators, etc.).
- f. Lawnmowers are prohibited for any activities on dry vegetation; a plastic string trimmer shall be used to cut dry grasses and weeds.
- g. Burning and herbicide use are not permitted for these activities.
- h. Chipping of material is permitted; however, chipped material must be broadcasted to a depth no greater than six inches.

- i. Fire suppression equipment is required on-site **at all times** during fuel reduction activities such as a round-point shovel, fire extinguisher, and/or backpack pump water-type fire extinguisher ready to use.
- j. Districts shall take every reasonable measure to minimize erosion, ground-disturbing activities and soil damage.

### **9. Liability**

The Districts hereby agree to indemnify and hold harmless the United States, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the District's and its agents' activities under this MOU.

### **10. Insurance**

The Districts are to each maintain certificates of insurance evidencing \$1,000,000 coverage in a standardized form while undertaking any activities under this MOU; to include liability, Worker's Compensation, and fire suppression requirements resulting from inadvertent ignition during wildland fire fuel reduction treatments. Any vendor or contractor performing activities under the direction of a District(s) on Reclamation project lands will submit an endorsement showing the District(s) and Reclamation, its officers, agents, and employees as additional named insured.

### **11. Term of MOU/Amendment/Authorities not altered**

This MOU will be in effect upon the execution of this MOU by all parties. This MOU will stay in effect for 1 year and will automatically renew annually for a total term of 5 years unless terminated in writing. By mutual agreement of the parties, this MOU may be renewed for successive 5-year periods not to exceed 20 years in total.

Either the District(s) or Reclamation may terminate this MOU after 30 days of written notification to the other.

Amendment. This MOU may be amended through written agreement of all signatories.

Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

### **12. Scope of MOU**

Nothing in this MOU is intended to negate, reduce, or impact, any and or all other agreements that each agency has with other agencies or jurisdictions.

### **13. Covenant against contingent fees**

The Districts warrant that no person or agency has been employed or retained to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Permittee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this MOU without liability or in its discretion to require the Districts to pay the full amount of such commission, percentage, brokerage, or contingent fee.

**14. Officials not to benefit**

No Member of Congress shall be admitted to any share or part of this MOU entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon, but this restriction shall not be construed to extend to this MOU if made with a corporation or company for its general benefit.

**15. Nondiscrimination on the basis of race, color, or national origin**

The Districts hereby agree to comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.

**16. Nondiscrimination on the basis of disability**

The Districts hereby agree to comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

**17. Nondiscrimination on the basis of age**

The Districts hereby agree to comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR §17.