

*Please return to:*

*Executive Assistant  
Kennewick Irrigation District  
2015 South Ely Street  
Kennewick, WA 99337*

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## **KENNEWICK IRRIGATION DISTRICT RESOLUTION 2024-37**

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**Approving Memorandum of Understanding with  
U.S. Department of Interior Bureau of Land Management, Spokane  
District, Amending Resolution 2023-48**

**A RESOLUTION of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving an amendment to the agreement with U.S. Department of Interior Bureau of Land Management, Spokane District, (hereinafter “BLM”),**

**Section 1. REVISIONS.** The Participating Agreement (now entitled “Memorandum of Understanding”) with the U.S. Department of Interior Bureau of Land Management shall be amended as follows:

C. BLM SHALL:

- (addition)* Item #2. BLM shall provide a site-specific burn plan to KID before any prescribed fire operation can commence.
- (addition)* Item #5. Ensure prescribed fire is contained and controlled within the identified area on KID property.
- (addition)* Item #6. Provide technical expertise regarding the feasibility of an east-west access along BLM’s properties in the vicinity of this agreement for wildfire prevention during BLM’s review KID’s *Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property* for an access road across and upon BLM property.

E. IT IS MUTALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

*(revision)* Item #5. LEGAL AUTHORITY.

KID has the legal authority to enter into this agreement to ensure property planning, management and implementation of the project.

The BLM has the legal authority to enter this agreement under the Wyden Amendment, Sec. 323(a) of the Department of Interior and Related Agencies Approp. Act, Pub. L. 105-277, 112 Stat. 2681-266 (1988), as amended by Pub. L. 107-63, 115 Stat. 471 (2001) (codified at 16 U.S.C. § 1011).

Item #8. TERMINATION.

*(deleted)* “Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.”

Item #10. AVAILABILITY OF FUNDS.

*(addition)* Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq., nothing contained in this Agreement shall be construed as binding the BLM to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

Item #13. FEDERAL TORT CLAIMS ACT.

*(deleted)* Hold Harmless/Indemnification: The BLM for itself, its successors, and assigns shall hold harmless and indemnify KID, its board of directors, agents, consultants, contractors, representatives, attorneys, insurers and employees from any all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from or related to their respective acts or omissions relating to work performed under this Agreement (“Claims”). This hold harmless and indemnification provision applies to claims of negligence and any other theory of liability related to or arising out of this Agreement or otherwise raised against KID that involve the Property that is the subject of this Agreement. Notwithstanding the foregoing paragraphs, BLM shall have no obligation to indemnify or hold harmless KID for Claims arising from the sole negligence or willful misconduct of KID, its agents, officials, and employees.

*(addition)* To the extent authorized by applicable federal law, including the Federal

Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2018), the BLM will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The BLM's commitment to pay any lawful obligation or liability incurred by the BLM under this agreement is backed by the full faith and credit of the United States.


**Section 2. IMPLEMENTATION.** The KID Board of Directors hereby adopts and approves the attached amended Participating Agreement with BLM and the KID District Manager is hereby authorized and directed to take such action as appropriate and necessary to administer and enforce this Resolution.

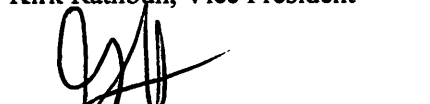
**RESOLUTION 2024-37 IS HEREBY ADOPTED** by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting with a quorum present thereof this 6<sup>th</sup> day of August 2024.

  
Gene Huffman, President

  
David McKenzie, Director

  
Kirk Rathbun, Vice President

  
Arland Ward, Director

  
Griffin Hanberg, Director

**Memorandum Of Understanding  
between  
U.S Department of Interior Bureau of Land Management, Spokane District  
and  
Kennewick Irrigation District**

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the **Bureau of Land Management Spokane District**, hereinafter referred to as the **BLM**, and the **Kennewick Irrigation District**, hereinafter referred to as **KID**.

A. **PURPOSE:** The purpose of this Agreement is to document a cooperative effort between the parties to conduct resource surveying and prescribed burning in the Weber Unit in vicinity of Benton City, WA, on BLM land, and adjacent KID owned and managed land, in accordance with the BLM-approved Burn Plan, hereinafter referred to as “the project.”

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** The BLM utilizes prescribed fire as a management tool to reduce hazardous fuels and to promote wildlife habitat. KID is a property manager, adjacent to the BLM boundary, who is interested in allowing the BLM to conduct prescribed burns on some KID managed property for reduction of hazardous fuels and enhancing wildlife forage.

Joint direct benefits of the prescribed fire include:

1. Lowering the risk of damaging wildfire by reducing fuel loading and restoring rangelands.
2. Restoring rangeland ecosystems and improving wildlife habitat.

C. **BLM SHALL:**

1. Develop the approved Burn Plan.
2. BLM shall provide a site-specific burn plan to KID before any prescribed fire operation can commence.
3. Incur direct costs for implementing this project, including any control measures taken on the adjacent KID’s property.
4. Communicate fully with KID throughout the duration of the project from time of ignition until the fire is declared out.
5. Ensure prescribed fire is contained and controlled within the identified area on KID property.
6. Provide technical expertise regarding the feasibility of an east-west access along BLM’s properties in the vicinity of this agreement for wildfire prevention during BLM’s review KID’s *Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property* for an access road across and upon BLM property.

D. KID SHALL:

1. Allow access onto and across KID property to BLM employees, BLM's interagency partners and contractors for the purposes of pre-burn reconnaissance and preparation; conducting the burn; holding, mop up, and patrolling operations associated with this project.
2. Give full consent and permission for pre-burn resource surveying.
3. Give full consent and permission to burn vegetation on KID land.
4. Give full consent and permission for any holding and mop-up activities deemed necessary by the BLM.
5. Hereby waive all claims for loss or damage to vegetation and or all other land components (i.e., soils, wildlife, air, and water quality) within the planned prescribed fire perimeter.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).
2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552).
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The BLM is not obligated to fund any changes not properly approved in advance.
4. NONDISCRIMINATION. KID shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

“In accordance with Federal law and U.S. Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write Director, Office of Civil Rights, 1849 C Street, NW, MS-5221, MIB, Washington, DC 20240 or call (202) 208-5693 (voice) or (202) 208-5998 (TDD). DOI is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, which “This institution is an equal opportunity provider.”

5. **LEGAL AUTHORITY.**

KID has the legal authority to enter into this agreement to ensure proper planning, management, and implementation of the project.

The BLM has the legal authority to enter this agreement under the Wyden Amendment, Sec. 323(a) of the Department of Interior and Related Agencies Approp. Act, Pub. L. 105-277, 112 Stat. 2681–266 (1998), as amended by Pub. L. 107-63, 115 Stat. 471 (2001) (codified at 16 U.S.C. § 1011).

6. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the BLM or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

7. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through December 31, 2033, at which time it will expire unless extended.

8. **TERMINATION.** Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

9. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

<b>BLM Project Contact</b>	<b>KID Project Contact</b>
Paul Ratcliff, Fire Management Specialist (Prescribed Fire and Fuels)	Ben Woodard, P.E. Engineering/Operations Manager
Bureau of Land Management	Kennewick Irrigation District
1103 N Fancher Rd	2015 S Ely St
Spokane Valley, WA 99212	Kennewick, WA 99352
Phone: (509) 536-1200	Phone: (509) 586-6012
Cell: (509) 714-0517	Cell:
E-Mail: pratcliff@blm.gov	E-Mail: bwoodard@kid.org


10. AVAILABILITY OF FUNDS. Funds are currently available for performance of this agreement through September 30, 2033. The BLM's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds. Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq., nothing contained in this Agreement shall be construed as binding the BLM to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

11. ENDORSEMENT. Any KID contributions made under this agreement do not by direct reference or implication convey BLM endorsement of KID's products or activities.

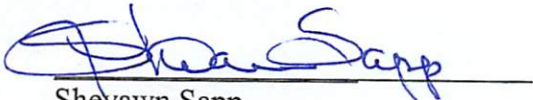
12. INKIND MATCH. There are no requirements for in-kind match for this project.

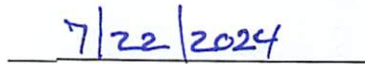
13. FEDERAL TORT CLAIMS ACT. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2018), the BLM will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The BLM's commitment to pay any lawful obligation or liability incurred by the BLM under this agreement is backed by the full faith and credit of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

  
Shane Leonard,  
District Manager

  
Date

  
Shevawn Sapp,  
Acting Field Office Manager

  
Date