



BLM MOU ID-TF-2022-004

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SHOSHONE FIELD OFFICE**

**AND THE
IDAHO DEPARTMENT OF FISH AND GAME, BLAINE COUNTY, BLAINE COUNTY
RECREATION DISTRICT, CITIES OF BELLEVUE, HAILEY, AND THE WOOD
RIVER LAND TRUST**

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Shoshone Field Office, Idaho Department of Fish and Game, Blaine County, Blaine County Recreation District, City of Bellevue, City of Hailey, and the Wood River Land Trust; jointly referred to as the "Parties."

II. Purpose

This MOU establishes roles and responsibilities for implementing annual and conditional restrictions associated with the BLM Wood River Valley Recreation and Access Environmental Assessment Decision Record, DOI-BLM-ID-T030-2020-0015-EA. This allows the BLM and Parties to cooperatively manage recreation use to minimize related impacts to wildlife during the winter and early spring within the Wood River Valley.

III. Background

In 2020 Blaine County, Cities of Bellevue and Hailey and supported by the Blaine County Recreation District, Wood River Land Trust and Idaho Department of Fish and Game (IDFG) passed the "Administrative Guidelines for Wintering Wildlife".

March 2021 Codie Martin, BLM Shoshone Field Manager, signed the Wood River Valley Recreation and Access Environmental Assessment Decision Record. This allows the BLM to implement seasonal restrictions (annual and conditional) between January 1 -April 30 to protect wintering wildlife. Due to land ownership patterns and historical deer and elk wintering areas for the seasonal restrictions to be most effective they need to be seamlessly implemented with adjoining jurisdictions and partnerships.

Adjoining jurisdictions or landowners include the City of Bellevue, City of Hailey, Blaine County, Blaine County Recreation District, Wood River Land Trust.

The BLM Decision allows BLM to formally participate in helping to address and minimize impacts to wildlife during the critical winter months. The Administrative Guidelines evolved into this memorandum of understanding (MOU) so, when conditions warrant, conditional restrictions can be put into place in a timely manner. It will also help support information and education campaigns associated with human impacts on wintering wildlife.

Deer and elk attempt to minimize their energy expenditures in winter because of reduced available habitat and low-quality forage. Winter disturbance by humans can require deer and elk to expend unnecessary energy, which can affect survival and reproduction.

Outdoor recreation continues to increase throughout the Wood River Valley, hence the need for balancing trail-based recreation opportunities with minimizing impacts to wildlife. Recreation activities can disturb deer and elk, preventing them from using preferred habitats. Recreation activities such as hiking, running, mountain biking, skiing, snowshoeing, snowmobiling, and shed-antler hunting can be a source of stress and avoidance behavior to deer and elk. The predictability, consistency, and level of threat associated with a disturbance will influence the avoidance response. Research has shown that people recreating off-trail can cause greater avoidance behavior by deer and elk than on-trail activities. Additionally, recreating with dogs can further increase stress on deer and elk because they often react more strongly to the perceived threat from dogs.

It is unrealistic to eliminate recreation related impacts to deer and elk during the winter months however impacts can be minimized through seasonal restrictions and/or public education.

Definitions

Per the March 2021, BLM Decision Record annual (January 1 – April 30) OHV seasonal restrictions on 95,629 acres and conditional temporary restrictions (from effect – April 30) on 29,468 additional acres went into effect, see BLM DR Map Seasonal Restrictions. Portions of the annual restriction areas may also be further restricted to other uses when conditions warrant. Conditional temporary restrictions may be implemented when mechanized or human use of public lands is determined to be impacting resources such as wintering wildlife (i.e. deer and elk, sage grouse or raptors). Criteria used to help determine location and restriction types include but are not limited to:

- Animal location, distribution and volume of human activity,
- Harsh winter conditions, such as extended subzero temperatures, several inches of crusted snow, and/or unusually deep snow conditions,
- Animal body condition and forage availability.

Conditional restrictions could include:

- No dogs,
- Humans limited to existing and/or designated summer trail corridors, i.e. no off trail use such as backcountry skiing, or
- Human entry.

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to, the following:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.).
 - 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.).

- C. The authorities for Blaine County, Bellevue and Hailey to enter into this agreement include, but are not limited to, the following:
 - 1. Idaho Code, Title 67, Chapter 23, Joint Exercise of Powers, Sections 67-2326 through 67-2328.

- D. The authorities for Idaho Department of Fish and Game to enter into this agreement include, but are not limited to, the following: Title 36, Idaho Code, Idaho Code section 67-2332.

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

V. Roles and Responsibilities

- A. The BLM roles and responsibilities include:
 - 1. Implement, monitor and enforce the annual seasonal OHV restrictions. This includes notifying the public through signs, press releases and/or social media and patrolling.
 - 2. Support the adjoining jurisdiction(s) when conditional restrictions or closures are established that limit access to and through BLM.

- B. The Idaho Department of Fish and Game roles and responsibilities include:
 - 1. Monitor deer and elk locations and movement patterns, general animal conditions, and winter conditions.
 - 2. Consult with the Parties if restrictions or closures are recommended.
 - 3. Discuss with the affected jurisdictions when the seasonal conditional restriction(s) or closures should be lifted but will be no later than April 30.

C. The joint roles and responsibilities of the Parties include:

1. Attend a beginning of the season meeting in December. This meeting the group will:
 - a. Review the roles and responsibilities,
 - b. Get an update from IDFG regarding general deer and elk conditions, trends going into the winter and any other wildlife monitoring updates.
 - c. Review winter weather trends/forecasts.
 - d. Discuss changes in recreation use patterns and/or public access locations.
2. January – April attend monthly check-in meetings and/or calls to discuss recreation patterns and deer and elk patterns/locations. These meetings/calls can occur more frequently depending on conditions or events.
 - a. Participate in a meeting(s) at short notice during or immediately following big weather events/storms to determine if a restriction or closure is warranted.
 - b. When a conditional restriction or closure is warranted determine the type and extent. This will be decided jointly between the jurisdiction and/or landowner, and BLM. Since deer and elk are managed by IDFG regardless of ownership, their recommendations and information will be incorporated into the decision-making process.
 - i. Outcomes include a restriction or closure map (that will be made available to the public), signs that will be used and sign locations.
 - c. When a conditional restriction or closure is implemented attend, at a minimum, bi-weekly calls. Call topics will include compliance, enforcement, education and outreach efforts, are adjustments necessary and when it can be lifted.
3. Upon agreeing on the type and location of the conditional restriction(s) or closure necessary, the jurisdictional party(ies) for the affected property will place signs and advise the public through media or online media notifying trail users of the restriction(s), and educating them on the importance of compliance, as well as alternative public access. Signs and online communication may include:
 - Map of the restriction area,
 - Educating people where they shouldn't go and why,
 - Recommending where they could go for a similar recreation experience,
 - Explaining acting with awareness in certain areas,
 - Educating how to minimize impacts in general areas/circumstances, and
 - Who to contact for more information.

See Exhibit B for a sign example.

4. The appropriate Party(ies) shall notify local media when a conditional restriction is implemented.
5. The jurisdictional party(ies) agree to monitor, patrol, and maintain the signs until the restriction is lifted.
6. The jurisdictional party(ies) agree to monitor compliance and educate the public, to the extent practical, about the restriction. Monitoring compliance can include

visual observations, engaging the public or answering phone calls or monitoring social media posts. Education could include on-site/face-to-face, social media, local media, presentations, etc.

7. Education and outreach will be the primary method for seeking compliance. Secondly the party(ies) agree to enforce, to the extent practical, the restriction and address violations in their respective jurisdictions..
8. When restrictions are established attend a post-season meeting to discuss compliance, lessons learned and ways to improve future restrictions.

VI. 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.

VII. 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.

VIII. Records

Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by BLM based on applicable laws, including the Freedom of Information Act, Idaho Public Records Act, and the Privacy Act.

IX. 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 BLM 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.

X. 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:

1. 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.

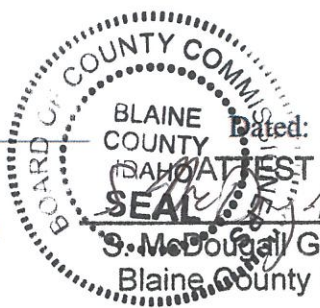
XI. Signatures

- 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.

Craig A. White Dated: 12/13/2021

Craig White
Regional Supervisor (Magic Valley)
Idaho Department of Fish and Game

Dick Fosbury
Dick Fosbury
Blaine County Commissioners Chairman
Blaine County Commissioners



Dated: 11 June '22
S. McDougal/Graham
Blaine County Clerk

_____ Dated: _____

Mark Davidson
Executive Director
Blaine County Recreation District

_____ Dated: _____

Ned Burns
Mayor
City of Bellevue

_____ Dated: _____

Martha Burke
Mayor
City of Hailey

_____ Dated: _____

Scott Boettger
Executive Director
Wood River Land Trust

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Regional Supervisor (Magic Valley)
Idaho Department of Fish and Game

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Dick Fosbury
Blaine County Commissioners Chairman
Blaine County Commissioners


_____ Dated: 12/20/2021
Mark Davidson
Executive Director
Blaine County Recreation District

_____ Dated: _____
Ned Burns
Mayor
City of Bellevue

_____ Dated: _____
Martha Burke
Mayor
City of Hailey

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Blaine County Recreation District

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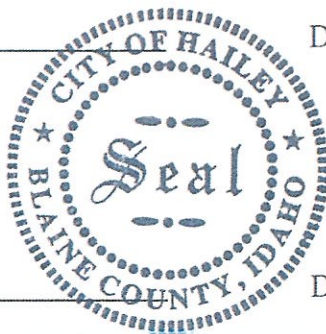
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Blaine County Commissioners

_____ Dated: _____
Mark Davidson
Executive Director
Blaine County Recreation District

_____ Dated: _____
Ned Burns
Mayor
City of Bellevue

 _____ Dated: 12/15/21

Martha Burke
Mayor
City of Hailey
_____ Dated: _____



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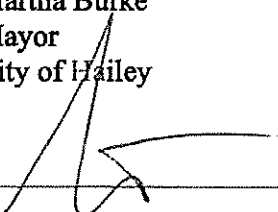
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_____ Dated: _____
Martha Burke
Mayor
City of Hailey


_____ Dated: 12/15/21
Scott Boettger
Executive Director
Wood River Land Trust

CODIE
MARTIN

Digitally signed by CODIE
MARTIN
Date: 2022.01.07
14:46:27 -07'00'

Dated: _____

Codie Martin
Field Manager
Bureau of Land Management, Shoshone Field Office

Attachment:

Exhibit A: Principal Contacts
Exhibit B: Example Signs

Exhibit A

The principal contacts for this MOU are:

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Outdoor Recreation Planner
Bureau of Land Management
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Keri York
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