ADMIN
To File
P-6240/2

UNITED STATES MARINE CORPS
Marine Corps Base
Camp Lejeune, North Carolina 28542-5001

IN REPLY REFER TO:
4000
BOSM
FEB 7 1985

From: Assistant Chief of Staff, Base Operational Support Management Assistance, Marine Corps Base, Camp Lejeune, NC 28542

To: Assistant Chief of Staff, Comptroller, Marine Corps Base, Camp Lejeune, NC 28542
Assistant Chief of Staff, Facilities, Marine Corps Base, Camp Lejeune, NC 28542
Assistant Chief of Staff, Training, Marine Corps Base, Camp Lejeune, NC 28542

Subj: REVISED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MARINE CORPS BASE, CAMP LEJEUNE AND THE UNITED STATES FOREST SERVICE

Encl: (1) Revised MOU dated 4 Feb 85

1. A meeting with representatives of the U. S. Forest Service will be held in the Building 1 Conference Room on 13 February 1985 from 0900-1100. At this time, enclosure (1) will be reviewed and the financial plan required by clause C.3.(c) thereof developed.

2. All addressees are requested to provide a representative. The Assistant Chief of Staff, Training is further requested to have a representative(s) from the Fleet Marine Force Commands using U. S. Forest Service areas covered by this agreement, attend.

3. Please inform Mr. J. P. Donahue of this office, extension 1577/5521 the name, grade and organization of your representative, by 1200 hours 11 February 1985.

2/13/85

B D Chambless
B. D. CHAMBLESS

Memo to file:
Attended subject meeting on 13 FEB. '85. There were no significant facilities requirements at issue. Routine MOU. Forest Service will deal directly with using unit to accomplish any damage to forest property.

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B. D. CHAMBLESS

INTERAGENCY AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE NATIONAL FORESTS IN NORTH CAROLINA

AND

U. S. MARINE CORPS
CAMP LEJEUNE

Pursuant to the Joint Policy Agreement between the Department of Agriculture and the Department of the Navy dated February 19, 1952, relating to the use of National Forest lands for defense purposes, a copy of which is attached and made a part hereof as EXHIBIT A, the following Interagency Agreement is hereby entered into between the United States Marine Corps through the Commanding General, U. S. Marine Corps, Camp Lejeune, North Carolina, and the United States Forest Service through the Forest Supervisor, National Forests in North Carolina, U. S. Department of Agriculture, Forest Service, Asheville, North Carolina.

Now, therefore, the United States Forest Service, Department of Agriculture, hereinafter referred to as the Forest Service, and the U. S. Marine Corps, Department of the Navy, hereinafter referred to as the Marine Corps, agree as follows:

A. <u>The Forest Service Will</u>:

1. Grant permission, subject to all valid existing claims and to limitations included herein, to the Marine Corps for use of National Forest lands.

2. Will delineate the boundary as well as "Off-Limit" areas on map(s) as provided for in clause B-2 of this agreement. "Off-Limit" areas include but are not limited to: special interest areas, scenic river areas, national trails, wilderness, backwoods areas, developed recreation sites, other selected areas of a permanent nature and areas of a temporaty nature such as plantations, timber sales, etc., which shall be excluded from use.

3. Provide a forest officer to serve as a Forest Service Liaison Officer to represent the Forest Service on matters of Marine Corps use of National Forest lands.

4. Retain administrative control of the land and its products.

5. Furnish forest fire tools and supervision to Marine Corps personnel needed to assist the Forest Service in firefighting activities. Tools will be delivered to worksite and issued to Marine Corps officer in charge of firefighters. Supervision will be through Forest Service and Marine Corps Liaison Officer(s) assigned to fire and present at worksite.

ENCL ( )

6. Permit the use of dead and down timber for campfire or other purposes.

7. Post signs on roads or trails where vehicle traffice is not permitted.

8. Keep the Marine Corps currently advised when dangerous Forest fire conditions exist.

9. Determine the maximum unit (troops) size and number of pieces of equipment the requested training area can support without causing excessive damage. Will be done when clause B2 is exercised.

B. <u>The Marine Corps Will</u>:

1. Comply with the regulations of the Department of Agriculture and all Federal, State, County, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this agreement; observe all sanitary laws and regulations applicable to the premises; take all reasonable precautions to prevent damage to the land, its products, and improvements thereon; and maintain and restore bivouac sites, and all maneuver portions of the Forests to a neat, safe, and orderly condition. Repair of the damage shall be done to the extent possible within the resources of the field commander and in a manner as mutually agreed upon and to the satisfaction of the Forest Service. Damage repairs exceeding resource capability of field commander will be completed within 14 days after close of operation or processed as per caluse C4.

2. Establish liaison with the Forest supervisor at least 30 days prior to exercising the rights granted herein, so that specific areas to support the maneuver and training activities may be agreed to and all other matters relating to use of National Forest lands may be resolved at least 10 days prior to such use. At the time of liaison, furnish description and length of each operation, the number of troops involved, Field Commander and Camp Lejeune phone number, the equipment to be used, map showing boundary of requested area, and location of command post, bivouac areas, other temporary improvements and drop zones. The Marine Corps will not be allowed to occupy improvements owned by the Forest Service without prior approval.

3. A week prior to undertaking actual maneuver and training activities, obtain review and approval by the Forest Supervisor of any change in the plans in the interest of affording adequate protection to National Forest resources.

4. Recognize that private ownerships are intermingled with National Forest ownership in these National Forests and that it is not the intent of this agreement to modify or interfere with the use of such lands nor to authorize in any way the use of such private land except as the United States, through the Forest Service, may have ingress and egress rights over such lands.

5. Be responsible for processing claims pertaining to the Government's responsibility under the Federal Tort Claim and Tucker Acts arising from the U. S. Marine Corps' operation on or the occupancy of National Forest lands under this agreement.

6. Secure prior approval, in writing, from the Forest Supervisor, for any improvements which may need to be constructed for maneuver purpose. However, temporary shelters, lean-to's, etc., for overnight or emergency protection and other purposes are authorized without advance approval. When no longer needed, all such improvements shall be removed or disposed of and the area cleaned up to the satisfaction of the Forest Supervisor.

7. In the interest of public safety, restrict and hold vehicle speeds to safe limits as the Forest Service shall agree are consistent with the condition, standard and other use of Forest Service roads.

8. Not impair traffic on any roads by vehicles or other obstructions. If parking areas for Marine Corps vehicles are needed, they will be designated by the Forest Supervisor.

9. Not use vehicles exceeding a gross loaded weight of 10 tons per axle or exceeding the load limits posted for the bridges. The use of vehicles exceeding these limits, tanks, half-tracks, or other crawler type equipment on the area will be limited to that needed for equipment test purposes, and each specific use of such equipment on the area must be approved in advance by the Forest Supervisor.

10. Vehicles will cross streams at Forest Service roads or bridges to prevent damage to stream banks and riparian vegetation. Vehicles will not operate under conditions to cause soil rutting or gauging, particularly on steep or waterlogged soils.

11. Not cut live green vegetation without specific permission of the Forest Supervisor. Driving nails into trees, debarking, blazing, hacking, or skinning trees is prohibited, except that simulator devices which have been attached to a board may be attached to trees by nailing the board to the trees with aluminum nails no larger than 6-penney.

12. Use only dead and/or down timber when necessary in connection with maneuvers or for camp use. Boughs from live trees may be utilized for camp use, but no more than one-third of those from any one tree shall be removed. Boughs shall be taken from the lower part of the tree and cut flush with the trunk. However, under no circumstances will pine plantations or regeneration plots be disturbed or exploited nor will any cutting of or on any trees within sight of any public road or developed recreation area be allowed. Campfires or cooking fires shall be built only on sandy soil, and shall be completely extinguished by the Marine Corps before leaving the location.

13. Act as custodian for firefighting tools and equipment furnished by the Forest Service. The Marine Corps agrees, upon suppression of the fire, to return the tools and equipment to the Forest Service.

14. Restrict to limited areas, agreed upon in advance, the use of blank ammunition, smoke or signal flares, CS (tear gas) or incendiary devices. Use of the preceding will be in accordance with mutually acceptable safety regulations which are designed to protect life and property. Areas so used will be inspected and all explosive material and devices removed concurrent with the progress of training maneuvers. No such use will be allowed during periods of high fire danger as determined by the Forest Service.

    a. For the purpose of sound effects to simulate actual combat, the Marine Corps may explode electrically one-fourth (1/4) pound charges. These charges will be exploded in open holes measuring three (3) feet in diameter and two and one-half (2-1/2) feet deep. Each hole will be surrounded by a mesh wire fence stoutly constructed. The ground inside the fence and outside for a distance of two (2) feet will be cleared of all matter that might burn. All holes will be located so as not to damage timber. Care will be exercised to ensure that these demolition holes do not grow in size. No explosives will be placed in the holes except while training in that area is actually being conducted. The Marine Corps shall take necessary precautions to see that the public is prevented from approaching demolition areas during exercises. The Marine Corps will fill all open holes when they are no longer needed for the exercises.

    b. Areas will be designated on map described under clause B2.

15. Be responsible for the prevention and control of soil erosion and gulying in conjunction with their use of the land are covered by this agreement and lands adjacent thereto, and shall provide preventive measures. All areas or which the ground cover is destroyed in conjunction with this use shall be revegetated with grasses or other suitable vegetation approved by the Forest Supervisor.

16. Take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the priviliges extended by this agreement.

17. Provide responsible supervisory personnel with a copy of this agreement and to take measures as necessary to ensure that these personnel are cognizant of all matters included in this agreement in the interest of affording adequate protection to National Forest lands, resources improvements, and other Forest users.

18. Not use live ammunition without written approval from the Forest Supervisor.

C. <u>The Marine Corps and the Forest Service Mutually Agree That</u>:

1. At time of liaison as provided for in clause B-2 of this agreement, the determination of the need for a Preliminary Environmental Analysis Report shall be made. If one is necessary, it shall be prepared jointly by the Forest supervisor and the Marine Corps' Liaison Officer as designated according to clause D-1. Such determination shall be documented.

2. Details of use not covered by this agreement shall be worked out between representatives specified in part D of this agreement.

3. Reimburse the Forest Service for liaison services as provided for in clause A-3 of this agreement. The cost of these services shall be covered in the Financial Plan as provided for in clause C-3(c) which is attached hereto and made a part hereof.

   a. No charge will be made for this use under 36 CFR 251.2, but the Marine Corps as permitted in paragraph D-3 of the 1951 Joint Policy Declaration on this matter, will reimburse the Forest Service for necessary additional costs incurred by it for additional land protection and management functions necessitated by the defense use, within the fiscal authority of existing laws and Comptroller General decisions.

   b. All portions of work for which the Marine Corps is responsible under the terms of this agreement may, upon written request by the Marine Corps and approval of the Forest Service, be performed by the Forest Service on the basis of cooperation under authority of the Economy Act (31 U.S.C. 686).

   c. For each fiscal year the Marine Corps and the Forest Service will jointly prepare a financial plan not later than October 1 for the forthcoming fiscal year. Each such plan, when approved, will be attached to and become a part of this agreement and will be the basis for the then current fiscal year reimbursement by the Marine Corps to the Forest Service. It is further understood that these annual financial plans are estimates of the cost of administrative work to be done by the Forest Service for the Marine Corps and will not be exceeded without prior approval of the Marine Corps. The Marine Corps will reimburse the Forest Service annually on the basis of SF-1080 submitted by the Forest Service. Such SF-1080's shall show cost by classifications set up in the current financial plan, and shall be submitted to:

Who ??

4. Either party may initiate request for additional work beyond normal maintenance for which the Marine Corps is responsible. Estimate will be determined by joint appraisal by a Marine Corps and Forest Service team and the assessed amount reimbursed by SF-1080 made to the Forest Service on a cost basis. The SF-1080 shall be submitted to:

Who??

5. This agreement shall not obligate the Forest Service or the Marine Corps to perform any service in the absence of any appropriations therefore by Congress.

6. The title to any of said National Forest lands covered by this agreement is not warranted. The rights and privileges herein granted shall be subject to any mineral reservations or rights now outstanding in third persons including authorized uses of National Forest lands and resources.

7. This agreement may be amended by mutual consent of both parties.

8. This agreement supersedes the agreement of understanding approved in 1971.

D. Designation of Field Representatives:

1. To facilitate coordination by designation of liaison officers to be responsible for maintaining continuity in carrying out the provisions of this agreement, as follows:

a. Primary liaison officers:

(1) For the Marine Corps:

DRIS PROGRAM MANAGER
MARINE CROPS BASE
CAMP LEJEUNE, N.C. 28542
Telephone 919-451-5521

(2) For the Forest Service:

R. C. MOORE, LANDS STAFF
U.S. FOREST SERVICE, BOX 2750
ASHEVILLE, N. C. 28802

b. The following are designated by the Forest Supervisor as his Forest Liaison Officers:

Forest	District	Ranger
Pisgah	Toecane	Robert M. Cary
Pisgah	Grandfather	George H. Cook
Croatan	Croatan	R. Paul Bullard

c. For the Marine Corps, each using unit commander is designated as a secondary liaison officer.

2. Forest Service

This Supplemental Agreement shall be come effective upon its execution and shall continue in force and effect until (a) terminated by mutual consent, or (b) revoked by the Regional Forester, Region 8.

This Supplemental Agreement supersedes separate Memoranda of Understanding entered into by U. S. Forest Service and U. S. Marine Corps for use of the Croatan National Forest, executed April 30, 1970, and use of the Toecane and Grandfather Ranger Districts of the Pisgah National Forests, executed May 22, 1970.

Date: _____

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____

Title: _____

Date: 2-4-85

U. S. MARINE CORPS

By: _____

Title: _____

EXHIBIT A

JOINT POLICY BETWEEN THE DEPARTMENT OF THE NAVY
AND THE DEPARTMENT OF AGRICULTURE RELATING TO
THE USE OF NATIONAL-FOREST LANDS
FOR DEFENSE PURPOSES

A. The Department of Agriculture recognizes:

1. That the Department of the Navy needs varied terrain for maneuver and training purposes, and that it may be necessary in the interest of national defense to use national-forest land.

2. That immediate availability of land is often of prime importance to the defense effort.

3. That defense use of lands will inevitably result in some damage, despite all efforts to protect the land.

B. The Department of Agriculture will therefore:

1. Give full recognition to the defense program and meet, as expeditiously as possible, the requests of the Department of the Navy for the use of national-forest lands when it has been determined that such use is essential for the defense effort.

2. Delegate the authority to issue permits to regional foresters, so as to facilitate speedy local action on the requests of Commandants of Naval Districts and the Commandant of the Marine Corps.

3. Instruct regional foresters to consider fully the defense requirements before imposing objections to use of national-forest land and in setting up restrictions on its use.

4. Instruct local forest officers to cooperate fully with representatives of the Department of the Navy in all matters relating to the use and administration of national-forest land needed for defense purposes.

C. The Department of the Navy recognizes:

1. That national forests are intensively managed lands which are of vital importance to the economy and defense production of the United States.

2. That the use of national forests for maneuvers and training will inevitably result in damage to important natural resources and frequently inflict damages of an irreparable nature.

3. That it may often be in the public interest and consistent with the national defense to select other lands for maneuvers and training.

D. The Department of the Navy will therefore:

1. Request the use of national-forest lands for maneuver and training purposes only when it has been determined that the lands are essential for the defense effort.

2. Make every effort, consistent with defense requirements, to obtain the use of other lands which are less intensively managea, less susceptible to damage, and are less valuable to the national economy.

3. Instruct Naval shore establishment and Marine Corps commands to take all reasonable precautions to protect national-forest lands from damage. Repair damages done to the extent permissible from annual maintenance appropriations of the Navy and Marine Corps, taking into consideration improvements made within the area that would have normally been made by the Forest Service. Also, to cooperate with local forest officers on problems of fire protection, erosion control, and other land-management functions, and to provide such services, direct or through reimbursement of personnel, as the defense use may necessitate.

4. Authorize Naval shore establishment and Marine Corps commands to negotiate with local forest officers for the use of national-forest lands.

5. Budget for restoration moneys, to the extent mutually agreed upon between the Departments of Agriculture and Navy.

6. Return national forest areas to the administration of the Forest Service as soon as practicable after the need for them has ceased.

Approved February 4, 1952

/s/ Dan A. Kimball
Secretary of the Navy

Approved February 19, 1952

/s/ Charles F. Brannan
Secretary of Agriculture