

AGREEMENT

BETWEEN

**UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, UTAH, WEST DESERT DISTRICT**

AND

**US ENVIRONMENTAL PROTECTION AGENCY REGION 8
OFFICE OF ECOSYSTEMS PROTECTION AND REMEDIATION**

**CONCERNING ACCESS TO
MUSKRAT FIRE STATION, SKULL VALLEY, UTAH**

I. PURPOSE

The purpose of this Agreement is to describe the understanding of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Interior, Bureau of Land Management (BLM), with respect to use of the Muskrat Fire Station in Tooele County, Utah. The fire station is on Skull Valley Highway, approximately 18 miles south of the U.S. Magnesium Superfund Site. The EPA is overseeing investigative and cleanup activities at the Site under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.* (CERCLA). The nature of the Site and the potential for episodic releases of contaminants is such that the EPA needs an oversight base of operations outside the 5-mile radius of the remedial investigation study area (see Attachment 1 – Lands Ownership Map). BLM has offered EPA use of certain areas within the Muskrat compound to safely carry out field base oversight activities.

II. AUTHORITY

The Federal Land Policy and Management Act of 1976, 43 U.S.C. authorizes the Secretary to enter into contracts and cooperative agreements involving the management and protection of public lands to serve the national interest by periodically and systematically inventorying their present and future use. The Administrative Order on Consent for carrying out the remedial investigation will determine current and future BLM access and permitting within the affected area.

III. PROCEDURE

This Non-Monetary Agreement describes the intentions of BLM and EPA with respect to facility access to Muskrat by EPA.

The BLM West Desert District is prepared to allow EPA limited access to Muskrat for a period of one year with stipulations and provisions designed to facilitate EPA needs and protect BLM property and mission.

By this Agreement, BLM consents to access to the compound and use of the specified areas and facilities as a field base by designated EPA employees and contractors for studies being conducted in connection with the US Magnesium Site. The following items describe the parties' understanding and intention with respect to use of the site by the EPA (including EPA contractors):

1. **Station Address and Location:** The station address is 2043 South Skull Valley Hwy, Grantsville, Utah 84029. The station location is 8 miles due south off I-80 on Skull Valley Hwy. (see Attachment 2 – Muskrat Fire Station Location Maps)
2. **Duration:** The initial period will be for one year from the date the Agreement is signed. The period may be extended for increments of one year depending on project duration. Extensions of this initial one year agreement are to be negotiated in advance.
3. **BLM Wild Land Fire Mission:** To accommodate the station's primary purpose of support to wild land fire suppression, EPA personnel will ordinarily commute to the site and not stay overnight. Except as stipulated in #5.g.x below, BLM is not consenting to EPA occupation or use of the BLM living quarter structures or parking garage/warehouse facility, and EPA does not intend to make such occupation or use.
4. **EPA Facility Access and Use:**
 - a. EPA will notify BLM in advance of the project start date, and of the proposed end date before conclusion of the season work. Notifications are to be made by email.
 - b. BLM authorizes the to set up two self-contained office/workshop-type trailers along the east boundary of the compound along the fence. The trailers will be locked when EPA vacate the property.
 - c. The space available for trailers includes the cement pad previously associated with an above-ground fuel convault that has been removed. The preferred location for an additional trailer is north of the man-gate in the east fence. BLM requests that EPA place the trailer so as not to block the gate. (see Attachment 3 – Setup Area Photos)
 - d. **Power and Water:** Cost of connecting electricity and water will be borne by EPA, as will disconnecting to return to the desired end state as defined by BLM. Hook-ups will be made using professional licensed contractors according to applicable codes. Payment for power will be the responsibility of the EPA and may require separate metering at the existing panel. Use of water will be at no charge to EPA.
 - e. **Internet Access:** The fire-station operations include a wireless internet-router. BLM agrees that EPA will have access to and use of the current wireless router connection, unless pre-empted by BLM emergency operation needs.
 - f. **Vehicle Parking:**
 - i. Parking must not impede BLM activities.
 - ii. Vehicles are to be parked on the east side of the main facility, perpendicular to the building.
 - iii. Overflow parking locations can be arranged with the Muskrat Fire Operations Specialist.

- iv. Vehicles will not be left unattended overnight on the premises.
- g. Station Access:
 - i. Only EPA employees or named contractors with on-duty business will be allowed on the premises. Phone numbers and local addresses of all EPA employees and contractors will be forwarded to the BLM POC and updated as needed.
 - ii. EPA is also to provide BLM with a list of vehicles routinely accessing the station that includes make, model and license plate number.
 - iii. Both the bottom and upper gates will be locked when exiting the station, unless BLM fire personnel are visibly present. If it is unknown whether BLM fire personnel are on the premises, the gates are to be locked when leaving the station.
 - iv. Security and station maintenance is very important. The BLM requires that the EPA ensures that all gates are locked for each and every exit of the property.
 - v. Costs to repair damage to property or facility infrastructure will be borne by EPA.
 - vi. Access to the facility may be impeded by several BLM manually locked gates and snow accumulation during the winter. Snow removal costs necessary for EPA operations (if any), and/or damage to gates resulting from EPA-authorized snow removal will be borne by the EPA.
 - vii. A limited number of keys will be signed out to the EPA primary POC for access to the station. EPA will return the issued access key(s) and suspend station usage when the season activities end. Keys are to be returned to the BLM POC upon suspension of each period of operation.
 - viii. Loss of any key will require an official investigation as it will impact the District Budget by many thousands of dollars.
 - ix. The EPA is authorized to use the public restrooms and shower facilities located on the west side ground floor. These are kept unlocked. Doors must be closed properly upon exit. Personal hygiene products such as toilet paper, towels and soap products are to be provided by the EPA employees and contractors. Cleanup of the facilities should be performed following each use.
 - x. If warranted by a severe weather or natural disaster incident, EPA employees and contractors are authorized to seek immediate shelter inside the main structure for safety, preferably in the second-floor dayroom/kitchen area.
- h. EPA project work:
 - i. EPA operations will be subject to inspection by the BLM Utah Safety Manager and by the BLM Utah Hazmat Coordinator.
 - ii. All field-preparation of samples will take place offsite. Storage of sealed samples is only allowed inside the secured EPA trailer. All samples will be secured overnight inside the locked EPA trailers.
 - iii. All packaging for mailing will be conducted within the confines of the work trailer(s) provided by EPA.
 - iv. No field samples of any kind will be removed from their sealed packaging on BLM property, or stored outside the EPA trailer.

- v. No hazardous materials needed for field activities may be stored inside the trailers unless an inventoried list with Material Data Safety Sheets, or their Global Harmonization System equivalents, is provided to and approved by the BLM West Desert District Manager.
- vi. Personnel clothing, Personal Protective Equipment (PPE), vehicles tools and equipment, if contaminated due to field activities, shall be de-contaminated or properly disposed of before entering the station compound.
- vii. Tools and other BLM resources will not be used by EPA employees or contractors without express permission by one of the BLM Points of Contact.

IV. ADMINISTRATION

A. RECORDS MANAGEMENT: BLM owns the rights to all information and records produced in the course of administering this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to BLM. EPA will not sell or disseminate any information produced in the course of administering this Agreement that is covered by the Privacy Act of 1974 or is exempt from release under the Freedom of Information Act.

B. PUBLIC RECORDS: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552).

C. MODIFICATION: Modifications within the scope of the agreement 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.

D. NON-FUND-OBLIGATING DOCUMENT: This Agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

E. ANTIDEFICIENCY ACT: As required by the Antideficiency Act, 31 U.S.C. 1341 and 1342, all commitments made by EPA and BLM in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

F. RIGHTS: This Agreement does not create any right or benefit enforceable by anyone not a party to this Agreement.

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

V. LIST OF CONTACTS

BLM West Desert District – Contacts

District Manager (DM)	Oliver, Kevin	801-977-4310	801-450-3134 (cell)
Assistant DM, Support Services	Dahlkamp, Eric	801-977-4340	801-633-4321 (cell)
Operations Supervisor	Redington, Jared	801-977-4369	801-715-3186 (cell)
Fire Mgmt Officer (Acting)	Brown, L.J.	801-977-4316	801-541-4020 (cell)
Asst. Fire Mgmt Officer	Brown, L.J.	801-977-4381	801-541-0828 (cell)
Fire Operations Specialist	Haberstick, Erik	801-977-4339	801-243-3136 (cell)
Muskrat Fire Station		435-884-3765	435-884-6110 (fax)
Muskrat Line 2		435-884-3558	
Fire Center - Fire Emergency (24-7)		801-495-7611	
Fire Center - Fax		801-495-7671 or 7670	
Fire Center - On-Call Dispatcher Cell		801-310-3109	

EPA Region 8 – Contacts

Ken Wangerud, RPM. 8EPR-SR	Wangerud.ken@epa.gov	Ofc 303-312-6703	cel 720-951-0955
Steven Wharton, EPR-SR Unit Leader	Wharton.steven@epa.gov	Ofc 303-312-6935	
Catherine LeCours, PWT, or designee	clecours@pwt.com	Ofc 406-457-5495	cel 406-422-6915
Aaron Baird, PWT	abaird@pwt.com	N/A	cel 720-202-2664
Robert Howe (PWT-sub), Tetra Tech EMI	Robert.howe@ tetrattech.com	Ofc 303-441-7911	cel 303-518-1083

VI. COMMENCEMENT/EXPIRATION DATE

This agreement is executed as of the date of last signature and is effective for one calendar year, at which time it will expire unless extended.

VII. SIGNATURES

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

 Kevin Oliver
 District Manager
 West Desert District
 Bureau of Land Management, Utah

 Date



Ken Wangerud
Signature

 Ken Wangerud
 Remedial Project Manager
 Superfund Remedial Program
 Office of Ecosystems Protection and Remediation
 USEPA Region 8 - EPR/SR

Sept. 12, 2013

 Date

Attachment 1: Lands Ownership & RI Study Area



Remedial Investigation Study Area	Interstate Highway	U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SALT LAKE FIELD OFFICE
Bureau of Land Management	State Highway	
Private	Local Route	
State	Unpaved Route	
	Plant Boundary	

This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation data are from the State of Utah, Automated Geographic Reference Center.

Attachment 2: Muskrat Fire Station Location Maps





Muskrat Fire Station Compound Layout

Attachment 3 – Setup Area Photos



View towards SE corner of compound along eastern enclosure fence.



View to N along eastern enclosure fence of pad area.



View along of pad area along eastern enclosure fence & gate near electrical panel.



Enclosure gate and electrical panel.